CITY OF SANTA CLARA

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CITY COUNCIL MEETING

AGENDA

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

February 24, 2015

5:00 PM

Development Study Session

City Hall Council Chambers

Conceptual Mixed Use Development Proposal
Location: 575 Benton Street
(APN 230-07-002, 004, 009, 010, 013, 014, 015, 029, 031,
034, 038, 045, 046, 048, 053, ,059 and 060)
Applicant/Owner: The Irvine Company
Project: Mission Town Center
Development proposal comprised of 17 parcels and portions of
public street right-of-way totaling approximately 6.5 acres
for development of a mixed use project of approximately
450 apartments and 27,000 square feet of retail space

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 Legal Counsel - Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
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

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(d)(1)
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

REGULAR MEETING
7:00 PM in the City Hall Council Chambers

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

1. PLEDGE OF ALLEGIANCE AND STATEMENT OF VALUES:

2. ROLL CALL:

3. APPROVAL OF MINUTES:

A. January 20, 2015.

B. January 26, 2015 - Special Meeting.

4. CONTINUANCE/EXCEPTIONS:

A. Request to continue the Public Hearing for the rezoning of the property located at 930 Bellomy Street from Single-Family Residential (R1-6L) to Planned Development (PD) (PLN2014-10474).

B. Request to continue the Public Hearing for approval of a General Plan Amendment, Rezone and Tentative Subdivision Map for the Alan Square Project located at 1701 Lawrence Road (PLN2014-10320 / PLN2014-10543).

5. SPECIAL ORDER OF BUSINESS:

A. Presentation by the Wutzit Club Alumni Committee of a donation raised from the Alumni 2014 Fundraiser Event for use at the Walter E. Schmidt Youth Activity Center.

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. Adoption of Ordinance No. 1937 which amends Chapter 17.35 (Park and Recreational Land) of Title 17 (Development) of the City Code to make minor modifications to the Park Land Dedication requirement.

7. CONSENT CALENDAR:

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

A. Departmental Reports

1. Approval of the use of City Electric forces for the installation of facilities at 2920 Coronado Drive and the Oracle Campus behind Palm Substation.
2. Approval of the Project Manual for Lump Sum Bidding & Construction of the Serra-Brokaw Overhead Re-conductoring Project and authorization to solicit bids for the Project (Public Works Contract 2116A).
3. Approval of the revised Job Description for Web Manager and title change to Web and Digital Media Manager.
4. Approval of the revised Job Description for Assistant City Librarian.
5. Acceptance of the Monthly Financial Status Reports for December 2014.
6. Approval to set the salary at Step 3, Salary Schedule A-31 for Accountant Candy Nelson.
7. Acceptance of the Santa Clara Convention Center and Convention-Visitor's Bureau (SCCC-CVB) Activity Report for Fiscal Year 2014-15 Second Quarter as submitted by the Santa Clara Chamber of Commerce and Convention-Visitor's Bureau.
8. Acceptance of the work performed by Anderson Pacific Engineering Construction on the Rabello and Northside Pump Stations Standby Generators Project and authorization to record a Notice of Completion with the County Recorder (CE 11-12-05).
9. Acceptance of the work performed by Anderson Pacific Engineering Construction, Inc. for the Raymond Substation Storage Structure Pad and authorization to record a Notice of Completion with the County Recorder (Contract 2129A).

B. Agreements

1. Approval of an Agreement for the Performance of Services with New River Electrical Corporation in an amount not to exceed $100,000 for the first year (with a total not to exceed $300,000 over the term of the agreement) to provide for maintenance and emergency response to underground electric transmission equipment.

2. Approval of a three-year Agreement for the Performance of Services with EOA, Inc. in an amount not to exceed $17,200 in Year 1, $35,000 in Year 2 and $35,000 in Year 3, with a total not to exceed amount of $87,200 over the term of the agreement, for Provision C.3 compliance assistance services for new and redevelopment projects required by the Bay Area Municipal Stormwater Regional National Pollutant Discharge Elimination System Permit.
3. Approval of Amendment No. 3 to the Agreement for Services with Siemens Industry, Incorporated in an amount not to exceed $290,500 (for a total not to exceed $2,307,572.74) to support completion of the billing system integration, enhance the customer-facing data portal and provide system-support resources for an additional six months.
4. Approval of a Legal Services Agreement with Burke, Williams & Sorensen LLP in an amount not to exceed $150,000 for legal representation related to development of City Place, in and around the present Santa Clara Golf and Tennis Club, as well as advising the City on regulatory issues associated with the proposed developments, including the California Environmental Quality Act (CEQA).
5. Approval of a Legal Services Agreement with Rankin Stock Heaberlin in an amount not to exceed $250,000 for legal representation in civil litigation, generally related to civil rights and tort claims.
6. Adoption of a Resolution authorizing the addition of the property located at 584 Park Court to the City's List of Architecturally or Historically Significant Properties and approval of a Historic Property Preservation Agreement (Mills Act Contract) with Albert Au and Christine Tam (PLN2014-10666).
7. Approval of an Agreement for the Performance of Services with SPX Transformer Solutions, Inc. in an amount not to exceed $150,000 per year (with a total not to exceed $450,000 over the term of the Agreement) for the maintenance and repair of substation transformers.
8. Approval of a Memorandum of Understanding for Adjustment of Software Licenses with VeriPic, Inc. in an amount not to exceed $98,060.03 for 5 years, including a prepayment discount for purchase of additional Digital Evidence Manager Single-User Licenses, to convert the current Digital Evidence Manager Concurrent Licenses and maintain the Web Concurrent Licenses.
9. Approval of an Agreement for the Performance of Services with Fricke Parks Press, Inc. in an amount not to exceed $87,000 for Recreation Activity Guide production and printing and authorization to make minor, non-substantive modifications, as necessary.
10. Approval of a Memorandum of Understanding with Public Safety Non-Sworn Employees Association (PSNSEA) Unit 10 which matches the terms already approved for the term from December 23, 2012 through December 20, 2014.

11. Approval of an Agreement for the Performance of Services with GlobalFluency, Inc. in an amount not to exceed $64,000 for branding and marketing implementation services.

C. **Minutes to Note and File**

1. Parks and Recreation Commission - November 18, 2014.
2. Cultural Commission - November 3, 2014.
3. Cultural Commission - October 6, 2014.
4. Cultural Commission - September 22, 2014.

D. **Routine Written Petitions for Approval**

1. David Mason, Santa Clara Marriott Hotel: Request for a Special Permit to allow a temporary 14,000 square foot tent in the parking lot located at 2700 Mission College Boulevard for two semi-annual events between February 1, 2015 and January 31, 2017. Staff Recommendation: Approval, subject to conditions (PLN2015-10885).

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. **Property located at 297 Bel Ayre Drive**:
Adoption of Resolutions approving the rezone from Single-Family Residential (R1-6L) to Planned Development (PD) and approving a Tentative Parcel Map to allow two lots for two single-family residential homes and a second living unit (PLN2014-10456).

1. Correspondence received by the deadline of 12 noon on the Wednesday preceding the Council meeting.

9. BIDS AND PROPOSALS:

A. Approval of the rejection of all proposals received for the Supervisory Control and Data Acquisition (SCADA) Master Plan System and to reopen the proposal process for the project (WA 30251).

10. BOARDS AND COMMISSIONS FOR ACTION:

11. CONSENT ITEMS PULLED FOR DISCUSSION:

12. PUBLIC PRESENTATIONS:

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

13. REPORTS FOR COUNCIL ACTION:

A. Approval of an appropriation and acceptance of a donation in the amount of $3,040 from the Wutzit Club Alumni Committee to help fund youth activities at the Santa Clara Walter E. Schmidt Youth Activity Center and authorization to transmit a letter of appreciation to the Committee.

B. Approval to establish Capital Improvement Project 2414 - Electric Vehicle Charging Center and to appropriate estimated revenue of $393,540 for the installation of 48 Level 2 Charging Stations at the Tasman Drive Parking Structure; approval of a Sourcing Agreement with Electric Power Research Institute, Inc., a Master Services and Subscription Agreement with ChargePoint, and an Agreement for the Performance of Services with MJR Electric in an amount not to exceed $213,763; and authorization to make minor modifications to the agreements.

C. Approval of an Agreement for Design Professional Services with Murray Engineers, Inc. in the amount of $80,500 for geotechnical engineering and related consulting services in support of the International Swim Center and Community Recreation Center Project and authorization to make minor, non-substantive modifications, as necessary.

14. BILLS AND CLAIMS/PROGRESS PAYMENTS:

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

A. Approval of Bills and Claims and Progress Payments.

15. REPORTS OF COUNCILORS AND SPECIAL COUNCIL COMMITTEES:

A. Reports regarding conference attendance, if any.

16. CITY MANAGER REPORTS:

17. CLOSED SESSION MATTERS:

A. City Attorney Reports:

B. Set March 10, 2015 for a Closed Session in the Council Conference Room for a Conference with Labor Negotiators pursuant to Government Code Section 54957.6, City Designated representatives: 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(d)(1), *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.

18. ADJOURNMENT:

A. To Tuesday evening, **March 10, 2015**, at 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

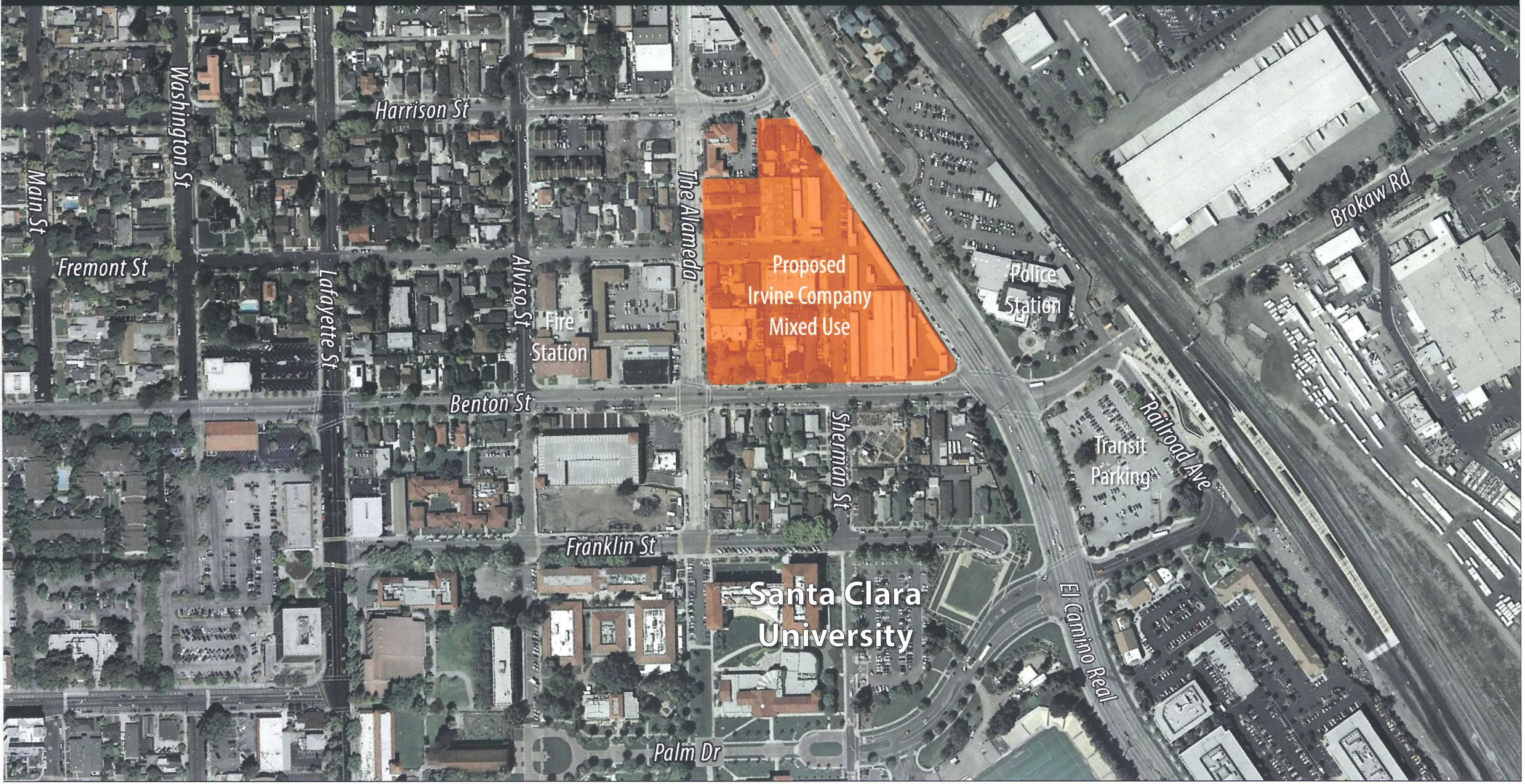
IRVINE COMPANY
Since 1864

A Proposal For The
Mission Town Center Apartment Homes

Santa Clara, California

2.24.2015

Vicinity Map



Site Plan

Harrison St
Fremont St
The Alameda
El Camino Real
Benton St
VERSION 1.5 - Type III
+/- 417 Units
+/- 876 Net Sq. Ft. Unit Avg.
50.1 % - 1 Bedroom
49.9 % - 2 Bedroom
+/- 64.90 du/ac (6.42 ac)
Retail
25,942 nsf
Leasing
4,123 nsf
Amenity
4,359 nsf
RETAIL
RETAIL
Leasing
RETAIL
Recreation/ Amenity
Recreation/ Amenity
MEZZANINE UNIT
BREEZEWAY
TRASH

Landscape Plan

Circulation Diagram

View from Benton / El Camino Real Corner

View from El Camino Real

View from El Camino Real

View from El Camino Real

View from Benton / The Alameda Corner

View from The Alameda

2-24-15

CLOSED SESSION NOTICE

6:00 pm

City of Santa Clara, California

Santa Clara All-America City 2001

The **CITY COUNCIL OF THE CITY OF SANTA CLARA** will meet in closed session on **Tuesday, February 24, 2015,** 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(d)(1)
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

Date: February 19, 2015

RICHARD E. NOSKY, JR.
City Attorney

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2-24-15

Santa Clara
All-America City
2001

CLOSED SESSION NOTICE

Successor Agency to the City of Santa Clara
Redevelopment Agency

The **GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE CITY OF SANTA CLARA REDEVELOPMENT AGENCY** will meet in closed session on **Tuesday, February 24, 2015,** 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(d)(1)
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

Date: February 19, 2015

RICHARD E. NOSKY, JR.
Successor Agency Counsel

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02/24/15

3A

MINUTES OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA FOR REGULAR MEETING HELD ON TUESDAY EVENING, JANUARY 20, 2015

The City Council of the City of Santa Clara, with a quorum present, met at 5:00 pm in the City Hall Council Chambers for a Development Study Session for Location: 1480 Main Street (APN 269-05-107); Applicant/Owner: Mehdi Shahmirza; Project: Camino Main Place; Request: Proposal for a 2-story mixed use project consisting of 1,000 square feet of ground floor commercial space and 12 apartments on a 0.34-acre site at the southwest corner of Main Street and El Camino Real. Council Member Caserta noted a conflict of interest (owns property within 500 feet of subject property) and stepped off the dais. The City Manager provided introductory remarks and the Director of Planning and Inspection made an electronic presentation regarding the proposed project. Cherine Bassal, representing project applicant, Mehdi Shahmirza, also made an electronic presentation regarding the proposed project and then answered Council questions. The City Manager made general comments. Council Member Caserta returned to the dais. The Council continued the Development Study Session for Location: 3201 Scott Boulevard (APN: 216-45-022, 216-45-023, 216-45-024, 216-29-053, 216-46-003); Applicant/Owner: The Irvine Company; Project: Santa Clara Square; and Request: Proposal to develop a high density residential component on a portion of the housing area contemplated in Phase III (2025) of the General Plan on approximately 30.8 acres. The City Manager made introductory remarks and the Director of Planning and Inspection made an electronic presentation regarding the proposed project. He and the City Manager then answered Council questions. Dan Young and Steve Kellenberg, representing project applicant, also made an electronic presentation regarding the proposed project. Mr. Young, Mr. Kellenberg and Carlene Matchniff then answered Council questions.

With no public comment, the Council then met in the Council Conference Room for a Closed Session for a Conference with Labor Negotiators pursuant to Government Code Section 54957.6; City designated representative: Julio J. Fuentes, City Manager (or designee); Employee organization(s): 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: 90 N. Winchester Blvd., APN 303-17-047 through 049; Negotiating Party(ies): Priscilla Haynes, Santa Clara Methodist Retirement Foundation, Inc.; 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; Negotiating Party(ies): David Ebrahimi, D.E. Restaurants, Inc. and D.E. II Restaurants, Inc.; 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 Government Code Section 54956.9(d)(1); D.E. Restaurant, Inc., et al. v. City of Santa Clara, et al.; Santa Clara County Superior Court Case No. 114CV264438; Conference with Legal Counsel - Existing Litigation pursuant to Government Code 54956.9(d)(1); Citizens for Responsible Development, an unincorporated association, and Tim Parker v. City of Santa Clara, et al.,; Santa Clara County Superior Court Case No. 115CV275522; Conference with Legal Counsel - Existing Litigation pursuant to Government Code Section 54956.9(d)(1); 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 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(d)(1); 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 Attorney - 01/16/15).

The Council reconvened in the Council Chambers at 7:20 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 Dominic J. Caserta, Debi Davis, Lisa M. Gillmor, Patrick Kolstad, Jerry Marsalli and Teresa O'Neill and Mayor Jamie L. Matthews.

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

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3A. **MOTION** was made by Caserta, seconded and unanimously carried, that, per the Director of Planning and Inspection's memo (01/13/15), the Council **continue** the **Public Hearing** for the project located at **930 Bellomy Street** to the **February 24, 2015** Council meeting (PLN2014-10474).

4A. As an item of Special Order of Business, the Council proceeded with the presentation of the **29th Annual Holiday Decorations Awards**. Assistant City Manager Tucker addressed the Council with comments and then the Mayor, on behalf of the Council, presented the following awards: **Best Residence:** 2583 Johnson Place - The Berner Home; 1827 Laine Ave – The Brazil Home; 4292 Burdick Lane – The Crocker Home; 1882 Homestead Rd – The George Home; 1872 Homestead Rd – The Antonopoulos Home; **Best Tree:** 995 Capitola Way – The Rangel Home; **Best Business:** 1085 Di Giulio – Faith Bumper Auto Repair; **Best Neighborhood:** 4292-4392 Burdick Lane, and **Special Recognition:** 954 Sunlite Dr – The Arrillaga Home. Photographs were then taken.

5B. As an item of Unfinished Business, the Council proceeded to consider the update on the **Marketing Committee's recommendation** for a **new tagline** and **creative design development** and to seek feedback on the progress to date. Assistant City Manager Tucker reviewed her memo (01/20/15) and made an electronic presentation providing a high-level overview and then Liz Soloman and Andrew Haug, Red Peak Group, continued the electronic presentation on the branding initiative update. The Council provided feedback to Red Peak to incorporate into the assets that will be brought back to Council for approval at a future meeting.

5C. Also as an item of Unfinished Business, the Council proceeded with the selection of an **aluminum LED decorative streetlight** for the **El Camino Real Street Lighting Improvement Project**. The Director of Electric Utility reviewed his memo (01/24/15) and made an electronic presentation outlining the options and then he answered Council questions. Sudhanshu Jain addressed the Council expressing concern. **MOTION** was then made by Gillmor, seconded and unanimously carried, that the Council **approve** Option 1 for the aluminum LED decorative streetlight for the El Camino Real Street Lighting Improvement Project and to **direct** the City Manager to procure the streetlights and accessories utilizing the available funds from the Capital Improvement Project 2873 - El Camino Real Street Lighting Improvement Project.

6A.1 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Finance/Assistant City Manager's memo (01/06/15), the Council **note and file** the **Outstanding Debt Schedule** as of **December 31, 2014** for the City of Santa Clara, its Agencies and Corporations, including the City's share of various Joint Power Agency debt.

6A.3 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (01/06/15), the Council **accept** the **public improvements** performed by **Top Grade Construction**, including installation of new driveways, sidewalks, pavement, curb and gutters, curb ramps, storm drain, sanitary sewer, electric conduits, domestic and reclaimed water services, bus turnout, and pedestrian/bike path for Site 7070, EP 13029, APN 290-26-022 & 030 through 042, located at **900 Kiely Boulevard** and **authorize** the recordation of a Notice of Completion with the County Recorder.

6A.4 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Finance/Assistant City Manager's memo (01/06/15), the Council **approve** the **Annual Investment Policy** for the City of Santa Clara, its agencies and corporations.

6A.5 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Staff Aide II's memo (01/05/15), the Council **accept** the **Triton Museum of Art Semi-Annual Acquisition Report** for the period of **July 1, 2014 through December 31, 2014**.

6A.6 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Finance/Assistant City Manager's memo (01/06/15), the Council **accept** the **Monthly Financial Status Reports** for **November 2014**.

6A.7 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Finance/Assistant City Manager's memo (01/06/15), the Council **set April 21** as a **Public Hearing** to consider the approval of the **Municipal Fee Schedule**; **May 19** as a **Joint Study Session** to review the **proposed Fiscal Year 2015-16 Capital Improvement Project Budget** and proposed Fiscal Year 2015-16 **Operating Budget**; and **June 16** as a **Public Hearing** to consider the approval of the **Fiscal Year 2015-16 Annual Budgets**, including Successor Agency to the Redevelopment Agency, Stadium Authority, Sports and Open Space Authority, Housing Authority, Community Development Block Grant (CDBG) and Federal Home Program.

6A.8 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the City Manager's memo (01/06/15), the Council **note and file** the **Departmental Activity Report** for **October 2014**.

6B.1 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Human Resources' memo (01/09/15), the Council **approve** an **Agreement for the Performance of Services** with **Cintas Corporation**, in the amount of $77,010.18 per fiscal year and in a total not to exceed amount of $303,633, for the **rental and laundering of uniforms** for specific employees in Unit #6 - American Federation of State, County, and Municipal Employees (AFSCME), and Units #5, 7 & 8 - Employees Association (EA) and **authorize** the City Manager to execute Change Orders up to approximately 10% of the contract price.

6B.2 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per Assistant City Manager Tucker's memo (01/16/15), the Council **approve Amendment No. 1** to the **Agreement for the Performance of Services** with **Red Peak Group**, in the amount of $75,000 for a total not to exceed amount of $170,000, for **branding and marketing services**.

6E.1 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Staff Aide II's memo (12/18/14), the Council **approve** the request from **Buscher Middle School Music Association** for **Championship Team Funds**, in the amount of $10,000, to perform at Disneyland and California Adventure Park in Anaheim, California, May 9-12, 2015 and **authorize** the City Manager to execute a Contribution Agreement with Buchser Middle School Music Association.

7A. PUBLIC HEARING: The Mayor declared the hearing open for consideration of the **Gateway Village Development Project**, including adoption of a Resolution certifying the Final Environmental Impact Report (EIR) and adopting a Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program (MMRP) and adoption of a Resolution approving a rezone from Community Commercial (CC) to Planned Development (PD), subject to conditions, to approve the mixed use project consisting of 476 apartments and up to 87,100 square feet of retail space, with associated parking, landscaping, and site improvements in conjunction with the demolition of the existing retail structures at 3610 and 3640 El Camino Real (PLN2012-09540 and CEQ2012-01149). The Director of Planning and Inspection reviewed his memo (01/15/15) and made an electronic presentation regarding the proposed development. He and the City Manager then answered Council questions. Applicant, John Eudy of Essex Property Trust, and Russ Naylor of NCO Architects, then addressed the Council with comments and also made an electronic presentation regarding the proposed project. Further Council questions were answered by Mr. Eudy, Mr. Naylor, the Director of Planning and Inspection and the City Manager. The following people addressed the Council with

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comments of concern: Bing Tai, Valerie Watari, Sarah Rodriguez, three people with names unknown, Josh (Last name unknown), Keith Stattenfield, Michelle Maresca, Judy Crates, Paul (Last name unknown), Kamita Gionvadi, Lakshmina (Last name unknown), Mark Stale and Kevin Park. Sudhanshu Jain and Ed Gilka addressed the Council with comments in favor of the proposed project. A Council discussion followed and **MOTION** was made by Caserta, seconded and unanimously carried, that the Council **refer** the proposed project to the City Manager for more information and **continue** the Public Hearing to a future Council meeting date to be re-noticed.

7B. PUBLIC HEARING: The Mayor declared the hearing open for consideration of the adoption of a Resolution **ordering the abatement of a nuisance** consisting of **growing weeds** in the City of Santa Clara. With no public comment, **MOTION** was made by Caserta, seconded and unanimously carried, that the Council **close** the public hearing. **MOTION** was then made by Caserta, seconded and unanimously carried, that the Council **adopt Resolution No. 15-8200** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA ORDERING THE ABATEMENT OF A NUISANCE CONSISTING OF GROWING WEEDS IN THE CITY OF SANTA CLARA" which orders the abatement of a nuisance consisting of growing weeds in the City of Santa Clara.

9. 6A.2 The Council proceeded to consider the pass to print of an Ordinance **prohibiting electronic cigarettes** in the same manner as other regulated means of smoking. Jan Parcel addressed the Council with comments of concern. **MOTION** was made by Caserta, seconded and unanimously carried, that, per the City Attorney's memo (01/20/15), the Council **pass to print Ordinance No. 1938** entitled, "AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING SECTION 8.35.020 (DEFINITIONS) OF CHAPTER 8.35 (SMOKING AND TOBACCO REGULATIONS) OF TITLE 8 (HEALTH AND SAFETY) OF THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA TO PROHIBIT ELECTRONIC CIGARETTES IN THE SAME MANNER AS OTHER REGULATED MEANS OF SMOKING" which prohibits electronic cigarettes in the same manner as other regulated means of smoking.

6B.3 The Council proceeded to consider four agreements for the **El Camino Real/Lawrence Expressway On/Off Ramp Embankment Landscape Improvement Project**, including an Agreement for the Performance of Services with **Tennyson Electric Inc.**, in an amount not to exceed $89,517, for the **Electric Improvement Project**; an Agreement for the Performance of Services with **Colebank Construction**, in an amount not to exceed $68,200, for the **Irrigation Booster Pump Installation and Directional Bore Project**; an Agreement for the Performance of Services with **Mike Davis Landscape**, in an amount not to exceed $211,320, for the **Hardscape Improvement Project**; and an Agreement for the Performance of Services with **Mike Davis**

Landscape Services, in an amount not to exceed $534,266.07, for the **Landscape Improvement Project**. The Director of Public Works/City Engineer reviewed his memo (01/06/15) and he and Principal Engineer - Gustavo Gomez made an electronic presentation outlining the proposed project. The Director of Public of Works/City Engineer clarified that elements of the project previously scaled back may be added into the project, subject to the overall budget of $1.16 million. **MOTION** was made by Davis, seconded and unanimously carried, that the Council **approve** Agreement for the Performance of Services with Tennyson Electric Inc., in an amount not to exceed $89,517, for the Electric Improvement Project; an Agreement for the Performance of Services with Colebank Construction, in an amount not to exceed $68,200, for the Irrigation Booster Pump Installation and Directional Bore Project; an Agreement for the Performance of Services with Mike Davis Landscape, in an amount not to exceed $211,320, for the Hardscape Improvement Project; and an Agreement for the Performance of Services with Mike Davis Landscape Services, in an amount not to exceed $534,266.07, for the Landscape Improvement Project, for a total project amount of $903,303.07.

10. Under Public Presentations, Keith Stattenfield addressed the Council and announced the Love Our Library Lallapalooza fundraiser event to be held Saturday, February 7th, 2015 at 6:30 pm.

Sudhanshu Jain addressed the Council with comments of concern about Climate Change.

11A. The Council proceeded to consider the approval of travel to Visiting Public Safety Officials Program and various other Super Bowl XLIX-related meetings over the period between January 26 through February 2, 2015. Council questions were answered by the City Attorney, City Manager and Fire Chief. **MOTION** was made by Caserta, seconded and unanimously carried, that, per the City Manager's memo (01/15/15), the Council **approve travel** to **Visiting Public Safety Officials Program** and **various other Super Bowl XLIX-related meetings** over the period between January 26 through February 2, 2015; **accept** reimbursement of $42,316 from the SF Super Bowl Host Committee (001-1012-59500-(A)50250); **accept** reimbursement of $9,950 from the Santa Clara Stadium Authority (001-1012-59500-(a)50000); and **approve** an appropriation in the amount of $52,266 (001-1012-87820-(A)50xxx.

12A. **MOTION** was made by Davis, seconded and unanimously carried, that the Council **approve** the bills and claims and progress payments.

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13A. Under Reports of Councilors and Special Council Committees, Mayor Matthews provided a handout regarding his attendance at recent community events.

14. The City Manager noted that Council Study Sessions would be held January 26, 2015 and February 3, 2015.

15A. The City Attorney reported that, earlier in the evening, the Council met for a Closed Session in the Council Conference Room for a Conference with Labor Negotiators pursuant to Government Code Section 54957.6; City designated representatives: 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 reported that the Council unanimously approved, with Vice-Mayor Davis abstaining (spouse is a member of Unit #2), a Successor MOU with Police Management, Unit #9A, including the following key elements: 2-year term from December 2014 to December 2016; 3% wage increase in the first pay period of both MOU years; the City will pay any increase in the Kaiser employee-only rate for both years; the City will pay any increase in the CalPers for both years; the conversion of these employee's car allowance into base salary will be effective for both years; a me-too cause with the Police Officers Association; and an agreement that the Unclassified Police Management Employees and the City will meet to discuss salary compacting issues affecting the employees in Unit #9A. He stated that the Council also met for a 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): Priscilla Haynes, Santa Clara Methodist Retirement Foundation, Inc.; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment) and there was no reportable action; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-036; Negotiating Party(ies): David Ebrahimi, D.E. Restaurants, Inc. and D.E. II Restaurants, Inc.; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment) and there

was no reportable action; Conference with Legal Counsel - Existing Litigation pursuant to Government Code Section 54956.9(d)(1); D.E. Restaurant, Inc., et al. v. City of Santa Clara, et al.; Santa Clara County Superior Court Case No. 114CV264438 and there was no reportable action; Conference with Legal Counsel - Existing Litigation pursuant to Government Code 54956.9(d)(1); Citizens for Responsible Development, an unincorporated association, and Tim Parker v. City of Santa Clara, et al.,; Santa Clara County Superior Court Case No. 115CV275522 and there was no reportable action; Conference with Legal Counsel - Existing Litigation pursuant to Government Code Section 54956.9(d)(1); Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.; Sacramento County Superior Court Case No. 34-2013-80001396 and there was no reportable action; and 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(d)(1); Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.; Sacramento County Superior Court Case No. 34-2013-80001396 and there was no reportable action.

15B. **MOTION** was made by Caserta, seconded and unanimously carried, that the Council **set February 10, 2015** 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 representatives: 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(d)(1); *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 Attorney - 01/16/15.

16A. **MOTION** was made by Caserta, seconded and unanimously carried, that, there being no further business, the Council adjourn the meeting at 9:21 pm **In Memory** of **Mary Gloria Sanchez**, (mother of deceased, retired City employee Tony Sanchez), to Tuesday evening, **February 10, 2015** at 6:00 pm for a Closed Session in the Council Conference Room and to 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

ATTEST: _____
City Clerk

APPROVE: _____
Mayor

DRAFT

2-24-15 3.B

MINUTES OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA FOR SPECIAL MEETING HELD ON MONDAY EVENING, JANUARY 26, 2015

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

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

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

3A. The Council proceeded to consider the **Bus Rapid Transit (BRT) on El Camino Real project**. The City Manager introduced the item and the Director of Public Works/City Engineer reviewed his memo (01/26/15) and provided general comments. John Ristow, Santa Clara Valley Transportation Authority (VTA) and Brian Fletcher, Callander Associates, then made an electronic presentation regarding the concept of BRT options. Mr. Ristow, Mr. Fletcher, Carla Vincent (Parsons Transportation Group), the Director of Public Works/City Engineer and the City Manager answered Council questions. The following people addressed the Council with comments: Kirk Vartan (provided handout), Howard Myers, Robert French, Steve Van Dorn, Dave Tobkin, Paul Peterson, Suds Jain, Lou Mariani, Linda Cesaro and Michael Hare. A Council discussion followed.

3B. The Council proceeded to consider the **BART extension to Santa Clara**. The Director of Public Works/City Engineer reviewed his memo (01/26/15) and provided general comments. Carolyn Gonot, Santa Clara Valley Transportation Chief Program Officer for the BART extension, made an electronic presentation regarding the proposed BART extension to Santa Clara. She then answered Council questions. A Council discussion followed.

3D. The Council proceeded to consider the **Lawrence Station Area Plan**. The Director of Planning and Inspection reviewed his memo (01/26/15) and made introductory remarks. Nate Cherry, RTKL, addressed the Council and made an electronic presentation regarding the proposed plan. He, the City Manager and the Director of Planning and Inspection then answered Council questions. A Council discussion followed.

3E. The Council proceeded to consider the **El Camino Real Precise Plan**. The City Manager introduced the item and the Director of Planning and Inspection reviewed his memo (01/26/15) and made an electronic presentation regarding the proposed plan. He and the City Manager then answered Council questions. A Council discussion followed.

3C. The Council proceeded to consider the **Tasman East Area Specific Plan**. The Director of Planning and Inspection reviewed his memo (01/21/15) and made an electronic presentation regarding the proposed plan. He and the City Manager then answered Council questions. Jay Coles addressed the Council with comments in support and Kevin Park addressed the Council with comments of concern. A Council discussion followed.

3F. The Council proceeded to consider the **Pavement Management Needs**. The Director of Public Works/City Engineer reviewed his memo (01/20/15) and made an electronic presentation. He and the City Manager then answered Council questions. A Council discussion followed.

4A. There being no further business, the meeting was adjourned at 8:32 pm to Tuesday evening, **February 3, 2015** at 5:30 pm for a Special Meeting - Study Session in the City Hall Council Chambers.

ATTEST: _____
City Clerk

APPROVE: _____
Mayor

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 4.A

Santa Clara
All-America City
2001

Date: February 17, 2015

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Continuance of the Public Hearing for a Project Located at 930 Bellomy Street (PLN2014-10474)

EXECUTIVE SUMMARY:

At its January 13, 2015 meeting, the City Council held a public hearing to Rezone a property from R1-6L (Single-Family Residential) to Planned Development (PD) located at 930 Bellomy Street. Following public comment and a discussion, the Council continued the item to February 24, 2015, with direction that the applicant and staff work on additional conditions to ensure that the use of the property would be adequately managed.

The applicant has requested that this item be continued to a date to be determined. Staff will re-notice the item for public hearing accordingly.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

None associated with this request.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council continue the public hearing for a project located at 930 Bellomy Street (PLN2014-10474).

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

for Julio J. Fuentes
City Manager

Documents Related to this Report:
None

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 4.B

Date: February 10, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Continuance of the Public Hearing for the Alan Square Project Located at 1701 Lawrence Road (PLN2014-10320 / PLN2014-10543)

EXECUTIVE SUMMARY:

At its January 14, 2015 meeting, the Planning Commission recommended approval of a General Plan Amendment, Rezone and Tentative Subdivision Map application to allow the construction of nine-unit attached townhome project with private street and site improvements. Newspaper notice, mailings and postings have been issued for public hearing of this item on February 24, 2015 by the City Council. Following noticing, the Planning Department received a request from the property owner for a continuance to the City Council meeting of March 10, 2015 for review and action.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

None associated with this request.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council continue the public hearing for the Alan Square Project located at 1701 Lawrence Road (PLN2014-10320 / PLN2014-10543) with notification for the hearing date selected.

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) None

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Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 5.A

Santa Clara All-America City 2001

Date: February 14, 2013

To: City Manager for Council Information

From: Director of Parks & Recreation

Subject: Special Order of Business for Presentation by the Wutzit Club Alumni Committee of a donation raised from the Alumni 2014 Fundraiser Event for use at the Walter E. Schmidt Youth Activity Center

The Wutzit Club Committee will present a donation to the City in the amount of $3,040 raised by the Committee at the Alumni 2014 Fundraiser Event. The donated funds are to be used for Parks and Recreation Department programs at the Walter E. Schmidt Youth Activity Center.

James Teixeira

James F. Teixeira
Director of Parks & Recreation

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report: None

I:\Parks\Agendas\Special Order of Business\Wutzit Club\Wutzit Club Presentation of funds for Walter E. Schmidt YAC 13.doc

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6.B

Date: February 24, 2015

To: City Manager for Council Action

From: City Attorney

Subject: Adoption of Ordinance No. 1937 Amending Chapter 17.35 (Park and Recreational Land) of Title 17 (Development) of the City Code to Make Minor Modifications to the Park Land Dedication Requirement

EXECUTIVE SUMMARY:

Ordinance No. 1937, amending Chapter 17.35 (Park and Recreational Land) of Title 17 (Development) of "The Code of the City of Santa Clara, California" (City Code) to make minor modifications to the Park Land Dedication requirement was passed for the purpose of publication ("passed to print") on January 13, 2015. Pursuant to City Charter Sections 808 and 812, proposed Ordinance No. 1937 was published on February 11, 2015, and copies were posted in at least three public places.

On July 15, 2014, Council added a new Chapter 17.35 to the City Code, to ensure that new residential development provides adequate park and recreational land and/or pays a commensurate fee in lieu of parkland dedication to mitigate the impacts of the new growth. There are two actions anticipated by the amendment. First, it would eliminate the prerequisite dedication of one (1) acre of public parkland to the City of Santa Clara on multi-family units needed in order to qualify for the existing 50% credit for eligible, private on-site parks and recreational amenities. Second, the proposed amendment would clarify the definition of a multiple dwelling unit as "two or more" rather than "three or more" so that duplex housing units would be included by definition. All other provisions currently in Chapter 17.35 remain unchanged.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The purpose of City Code Chapter 17.35 is to help mitigate the impacts of new housing development growth on existing parkland subject to provisions of the California Quimby Act and Mitigation Fee Act. The mitigation is accomplished through public parkland dedication or fees collected in-lieu of dedication. For subdivisions greater than 50 parcels/units, there is a dedication of parkland, a commensurate fee, or a combination of parkland and fee. For a subdivision of 50 units or fewer, only a fee is required.

ECONOMIC/FISCAL IMPACT:

There is no fiscal impact due to the elimination of the one (1) acre prerequisite to eligibility for private on site credits, since the total value of the parkland required to be dedicated on a particular project will be received in either acres of dedicated parkland, fees in-lieu of land dedication, or a combination of the two. The receipt of the maximum credit of 50% of the value of the land devoted to eligible private open space and amenities will still be subject to Council approval for each project.

There is no negative fiscal impact to the City with the correction of the multi-family dwelling definition that will assure that duplex developments provide parkland and/or pay an in-lieu fee.

RECOMMENDATION:

That the Council adopt Ordinance No. 1937, which amends Chapter 17.35 (Park and Recreational Land) of Title 17 (Development) of the City Code to make minor modifications to the Park Land Dedication requirement.

Richard E. Nosky, Jr.
City Attorney

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) Ordinance No. 1937

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ORDINANCE NO. 1937

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 17.35 ("PARK AND RECREATIONAL LAND") OF TITLE 17 ("DEVELOPMENT"), OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" TO MAKE MINOR MODIFICATIONS TO THE PARK LAND DEDICATION REQUIREMENT

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

WHEREAS, on July 15, 2014, the City Council adopted Ordinance No. 1928, adding Chapter 17.35 to Title 17 of the Santa Clara City Code, establishing a park land dedication requirement on new residential development;

WHEREAS, the park land dedication requirement in Chapter 17.35 applies to "single-family dwellings" and "multiple dwellings," but does not include duplex dwellings;

WHEREAS, the Council now wishes to add duplex dwellings to the types of developments subject to the park land dedication requirement;

WHEREAS, Chapter 17.35 allows residential developers to apply for a credit against the dedication requirement, when the developer provides private open space, if the developer dedicates a minimum of one (1) acre of open space to the City for park purposes; and,

WHEREAS, the Council now wishes to delete the pre-requisite one (1) acre minimum for the credit for private open space within multi-family development projects.

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

SECTION 1: That Subsection (e) ("Dwelling Unit Categories") of Section 17.35.010 ("Definitions") of Chapter 17.35 ("Park and Recreational Land") of Title 17 ("Development") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"(e) "Dwelling unit categories" shall mean the following types of dwellings, as they are defined by the Zoning Ordinance, for which a separate dedication and/or fee requirement is to be set by Council resolution:

(1) Duplex dwellings and multiple dwellings.

(2) Single-family dwellings."

SECTION 2: That the first paragraph of Section 17.35.070 ("Credit for private open space") of Chapter 17.35 ("Park and Recreational Land") of Title 17 ("Development") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"Where private open space is to be provided in a proposed residential development, the developer may submit a written request with the project application for a credit against the amount of parkland dedication or the amount of the in-lieu fee thereof. Except as otherwise provided below, as a prerequisite for receiving credit, housing developments of fifty or more units must first dedicate a minimum of one (1.0) acre of public open space to the City for public park purposes. Notwithstanding the foregoing, housing developments consisting solely of multifamily units will be exempt from the one (1.0) acre public open space dedication prerequisite. A maximum credit of fifty percent (50%) of the value of the land devoted to private open space that is eligible for credit may be given against the requirement of land dedication or fees in lieu thereof required by this chapter, if the approving authority finds that it complies with this section and that it is in the public interest to do so. In order to receive such a credit, the approving authority must make findings that the private open space meets the following standards:"

SECTION 3: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding

pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 4: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 5: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 13th day of January, 2015, by the following vote:

AYES:	COUNCILORS:	Caserta, Kolstad, Marsalli and Mayor Matthews
NOES:	COUNCILORS:	Davis, Gillmor and O'Neill
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A.1

Santa Clara All-America City 2001

Date: February 10, 2015

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval for Use of City Forces

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: 33307
Title/Location Fairview Substation Feeder 206F
Type of Job: Substation Feeder
Description of Work: Install approximately 1590' of 1100 al triplex primary conductor, 27 1100 al to 1100 al splices and nine 600 amp elbows.

Estimated Cost:	$57,383.36	Customer/Developer Contribution:	$	.00
		Salvaged Plant	$	275,025.92
		Customer Service Charge	<$	217,642.56 >

Estimate No: 33305
Title/Location Fairview Substation Feeder 202F, 2920 Coronado Drive
Type of Job: Substation Feeder
Description of Work: Install approximately 475' of 110 Al triplex primary conductor, 15 1100 al to 100 al splices and six 600 amp elbows.

Estimated Cost:	$26,665.45	Customer/Developer Contribution:	$	217,642.56
		Salvaged Plant	$	.00
		Customer Service Charge	<$	190,977.11 >

Estimate No: 33683
Title/Location Oracle – Relocate SVP Facilities, Oracle Campus behind Palm Substation
Type of Job: New Business
Description of Work: Install two 12kV vacuum switches, 4,400' 12kV primary underground cable, 30 600A 12kV elbows and 57 12kV splices. Remove two 12kV switches and 2800' primary cable.

Estimated Cost:	$285,008.95	Customer/Developer Contribution:	$	166,695.65
		Salvaged Plant	$	118,313.30
		Customer Service Charge	$	.00

RECOMMENDATION:
That Council approve the use of City Electric forces for the installation of facilities at 2920 Coronado Drive and the Oracle Campus behind Palm Substation.

APPROVED

John C. Roukema
Director of Electric Utility

Julio J. Fuentes
City Manager

Documents related to this report: None

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A.2

Date: February 3, 2015

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of the Project Manual for Lump Sum Bidding and Construction of the Serra-Brokaw Overhead Re-conductoring Project (Public Works Contract 2116A), and Authorize the City Manager to Solicit Bids

EXECUTIVE SUMMARY:

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), currently operates the South 60kV loop. In order to improve reliability and operability this loop need to be re-conductored. The current 954AAC conductor will be replaced with 715ACCR from Serra Substation to Brokaw Substation. Electrical Consultants Inc, (ECI) has completed the contract provisions, specifications and plans (the "Project Manual") for the construction of the Serra-Brokaw Re-conductoring Project. These documents are ready to be issued for bidding as Public Works Contract 2116A. A copy of Public Works Contract 2116A can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Bidding and award of Public Works Contract 2116A for the construction of the Serra-Brokaw Overhead Re-conductoring Project will allow the City to meet the energy needs of the area. There are no identified disadvantages with the issue.

ECONOMIC/FISCAL IMPACT:

The total cost of the proposed contract will be determined after solicitation and receipt of sealed bids on March 25, 2015 for completion of all labor, equipment, material, services, fees, expenses, transportation costs and taxes. Construction will be funded by Capital Improvement Project 2116 – Serra Brokaw Overhead Re-conductoring Project.

RECOMMENDATION:

That the Council:

1. approve the Project Manual for Lump Sum Bidding & Construction of the Serra-Brokaw Overhead Re-conductoring Project (Public Works Contract 2116A)
2. direct the City Manager to solicit bids for the Project according to the standard procedure.

John C. Roukema
Director of Electric Utility

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) Project Manual for Lump Sum Bidding & Construction of the Serra-Brokaw Re-Conductoring Project (2116A)

DOCUMENT 00001

TITLE PAGE

PROJECT MANUAL

For the
LUMP SUM BIDDING & CONSTRUCTION
of the

SERRA-BROKAW RE-CONDUCTORING PROJECT

Public Works

CONTRACT 2116A

Located in the
CITY of SANTA CLARA, CALIFORNIA

For the
City of Santa Clara

Doing business as

SILICON VALLEY POWER

1500 Warburton Avenue
Santa Clara, California 95050

Prepared by

"Engineering with Distinction"
ECI
ELECTRICAL CONSULTANTS, INC.

FOR

Silicon Valley Power
CITY OF SANTA CLARA

THE CITY OF SANTA CLARA CALIFORNIA
INCORPORATED 1852

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TITLE PAGE

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00001	Title Page	
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BIDDING REQUIREMENTS

Document	Title	
00100	Advertisement for Bids	
00200	Instructions to Bidders	
00210	Indemnity and Release Agreement	
00250	Bid Contents, Evaluation, Selection and Award	
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LIST OF MAPS, DRAWINGS AND SKETCHES

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DOCUMENT 00015

LIST OF MAPS, DRAWINGS AND SKETCHES

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END OF DOCUMENT

DOCUMENT 00100

ADVERTISEMENT FOR BIDS

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

CITY CONTRACT NUMBER 2116A

Serra-Brokaw 60 kV Re-Conductoring

2. BID SUBMISSION. City will receive sealed Bids from plan holders of record, at the office of the City Clerk, no later than 3:00 pm. as determined by the atomic clock on the wall of the Office of the City Clerk on April 1, 2015. City's representative will call out the designated time in the Office of the City Clerk, 1500 Warburton Avenue, Santa Clara, California, stating that the period for accepting Bids is closed. The Bid opening will be in accordance with procedures set forth in Document 00200 (Instructions to Bidders).

3. CONTACT INFORMATION.
Project Manager: Rocco Colicchia
Phone: (925) 348-1098
E-Mail: rcolicchia@harris-assoc.com

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

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

5. DESCRIPTION OF THE WORK. The Serra-Brokaw 60kV Re-conductoring project consists of the re-conductoring of the Serra-Brokaw overhead circuit in Santa Clara, CA.

6. CONTRACT TIME. Work shall be substantially complete by December 1, 2015 and Final Completion shall be by December 31, 2015.

7. REQUIRED CONTRACTOR'S LICENSE(S). A valid California contractor's license, appropriate to the Work, is required to Bid this Contract. Contractor must also possess a valid "A" and "C-10". Joint ventures must secure a joint venture license prior to award of this Contract. Removal, handling, and/or disposal of hazardous materials may, by law, require hazardous substance removal certification by the Contractor's State License Board.

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

ADVERTISEMENT FOR BIDS

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

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

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

Time: 9:30 A.M.

Date: **March 9, 2015**

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

The pre-Bid Meeting will last approximately two (2) hours.

A reference drawing CD will be issued at the pre-bid meeting.

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

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

13. SUBMITTING A BID. In order to submit a bid, a Potential Bidder must become a plan holder of record by purchasing at least one (1) copy of the Bidding Documents and making a non-refundable payment of $75.00 for each set of bidding documents purchased. Only plan holders of record will receive addenda and notices during bidding. City will accept cash or checks payable to the "City of Santa Clara." Bidding Documents need not be returned to City.

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

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

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

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

CITY CONTRACT NUMBER 2116A

Serra-Brokaw 60 kV Re-Conductoring Project

1. RECEIPT OF BIDS. Sealed Bids will be received from plan holders of record by the City at the City Clerk's Office (see paragraph 2 below) on Wednesday, April 1, 2015. City will receive Bids in two separate opaque sealed 10" x 13" envelopes, labeled Envelope "A" and Envelope "B," each containing the items described in paragraphs 4 and 5 below, respectively. All Bid envelopes will be time-stamped to reflect their submittal time. Both Envelope "A" and Envelope "B" shall be due by 3:00 p.m. as determined by the atomic clock on the wall of the Office of the City Clerk. City will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00200.

2. CONTACT INFORMATION.
   Project Manager: Rocco Colicchia
   Phone: (925) 348-1098
   E-Mail: rcolicchia@harris-assoc.com

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

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

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

BIDDER'S COMPANY NAME

BID FOR CONTRACT #2116A

SERRA-BROKAW 60Kv RE-CONDUCTORING PROJECT

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

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

   A. Document 00400 (Bid Form)

   B. Document 00411, Bidder's Bond
   Bid security supplied and completed in accordance with paragraph 7 of this Document 00200

   C. Document 00420 (Bidder's Registration Form)

   D. Document 00421 (Declaration of Contractor's License Status)

   E. Document 00430 (Subcontractors List Form).

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

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

   H. Document 00481 (Non-Collusion Affidavit)

   I. Document 00654 (Worker's Compensation Insurance Statement)

5. CONTENTS OF ENVELOPE "B" - BIDDER QUALIFICATIONS. Envelope "B" shall include:

   A. Document 00450 (Statement of Qualifications for Construction Work). Statement of Qualifications submitted in accordance with paragraph 9 of this Document 00200.

6. REQUIRED BID FORMS. All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation, Document 00400 (Bid Form), Document 00420 (Bidder Registration Form), Document 00421 (Declaration of Contractor's License Status), Document 00430 (Subcontractors List), Document 00440 (Affidavit of Compliance with Ethical Standards for Contractors), Document 00450 (Statement of Qualifications for Construction Work), and Document 00481 (Non-Collusion Affidavit), Document 00654 (Worker's Compensation Insurance Certificate), and any other item identified in Document 00250 Bid Contents, Evaluation, Selection and Award.

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

10. PRE-BID QUESTIONS. The City will respond to pre-bid questions submitted by plan holders of record to the e-mail address shown below.

E-mail pre-bid Questions from Plan Holders of Record	March 11 by 5:00 p.m. to: vmargelos@svpower.com
E-mail Responses to pre-bid questions from City to :	March 13 by 5:00 p.m.

Any Bidder wishing to investigate subsurface conditions or otherwise conduct invasive investigations, explorations, tests, or studies at this Site, shall schedule such examinations with the City by giving the City at least seven (7) days written notice. Any such Bidder must deliver an executed Document 00210 (Indemnity and Release Agreement) and provide an insurance certificate as described therein by noon of the Day prior to its examination. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 00210 (Indemnity and Release Agreement) or an insurance certificate. Any additional pre-bid site visits are not substitutes for the pre-bid meeting and related site visit. Additional pre-bid Site Visits may be scheduled at the City's sole discretion and are dependent on staff availability.

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

11. OTHER REQUIREMENTS PRIOR TO BIDDING. Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00520 (Agreement), Article 5. Submission of Bid shall constitute Bidder's express representation to the City that Bidder has fully completed these tasks.

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

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

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

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

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

    A. Except as provided in paragraph 14.c below, City will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00660 (Substitution Request Form) no later than 35 Days after the due date for City receiving Bids. After that date, the City will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, submittals of substitutions shall contain the information required in Document 00660 (Substitution Request Form) and set forth in Document 01600 (Product Requirements). Insufficient information will be grounds for rejection of substitution. City shall, within a reasonable period of time after having received a request for substitution, issue in writing its decision as to whether the proposed substitute item is an "or equal" item. City's decision shall be conclusive on all Bidders.

    B. Approved substitutions shall become part of Record Documents.

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

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

15. WAGE RATES. Contractor shall pay prevailing wages to any worker(s) employed by Contractor or any of its subcontractors under this Contract. The term "worker" is defined under California Labor Code Sections 1723 and 1772. A prevailing wage is the basic

hourly rate the majority of workers in a particular craft or classification earn. The prevailing wage also is based on the locality and nearest labor market. The California Department of Industrial Relations annually determines prevailing wage for various crafts, job classifications and job types. The general prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform the Work required under this Contract, as determined by the State of California Department of Industrial Relations (the "DIR"), are available from the Division of Labor Standards, 455 Golden Gate Avenue, San Francisco, CA 94102 (P.O. Box 420603, San Francisco, CA 94142-0603) or on the DIR website at www.dir.ca.gov/dlsr. Also, Contractor shall post the applicable prevailing wage rates at the Site.

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

17. BID OPENING. City will open all Bidders' Envelopes "A," immediately after the bid submittal deadline on the date specified in paragraph 1 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein. City will not open Envelopes "B" publicly, and except for the Apparent Low Bidder's Envelope "B" (or as otherwise provided in this Document 00200), they will remain unopened.

18. DETERMINATION OF APPARENT LOW BIDDER (Envelope "A"). Apparent Low Bid will be based solely on the total amount of all Bid items (including any alternates) based on assumptions contained in Document 00400 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).

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

    A. City will open Apparent Low Bidder's Envelope "B" and check its contents for compliance with paragraph 5 above and this paragraph 19. City will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.

    B. If any Apparent Low Bidder is determined to be non-responsive or non-responsible, City may open the next Apparent Low Bidder's Envelope "B" pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder. City shall use reasonable efforts to make the responsive responsible Apparent Low Bidder's Envelope "B" public on the fifth (5th) Day following opening of the Bidders' Envelope "A"s, subject to paragraph 27 below.

    C. Document 00450 sets forth certain minimum criteria for a Bidder to be found responsible.

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

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

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

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

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

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

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

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

22. BID PROTEST. Any Bid protest must be submitted in writing to the City Clerk's office (Attention: Kevin Keating, Division Manager, Electric Engineering), before 3:30 p.m. of the tenth (10th) Day following opening of Bidders' Envelope "A"s.

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

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

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

D. Only Bidders whom the City otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, City may open and evaluate information contained in any protesting Bidder's Envelope "B", and conduct the same investigation and evaluation as City is entitled to take regarding an Apparent Low Bidder. Any such opened Envelope "B" shall also be subject to all provisions of paragraph 27.

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

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

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

A. Submit the following documents to City by 5:00 p.m. of the 20th Day following Notice of Award. Execution of Contract by City depends upon approval of these documents:

1. Document 00520 (Agreement): To be executed by successful Bidder. Submit two (2) originals, each bearing an original signature.
2. Document 00610 (Construction Performance Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00610 (Construction Performance Bond). Submit one (1) original.
3. Document 00620 (Construction Labor and Material Payment Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00620 (Construction Labor and Material Payment Bond). Submit one (1) original.
4. Insurance certificates and endorsements required by Document 00822 (Insurance). Submit one (1) original set.

5. One (1) complete set of documentary information received or generated by successful Bidder in preparation of Bid prices for its Bid, as set forth in Document 00670 (Escrow Bid Documents).
6. The Guaranty in the form set forth in Document 00630 (Guaranty). Submit two (2) originals, each bearing an original signature.

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

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

24. FAILURE TO EXECUTE AND DELIVER DOCUMENTS. If Bidder to whom Contract is awarded shall, within the period described in paragraph 23a of this Document 00200, fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, City may, in its sole discretion, foreclose on Bidder's deposit surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages. In addition, upon such failure City may determine the next Apparent Low Bidder and proceed accordingly.

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

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

27. PUBLIC RECORDS ACT REQUESTS.

A. Per the Public Records Act, City will make available to the public Bidder's SOQ (if Bidder's Envelope "B" is opened), all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00200, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, City will not

disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder (including but not limited to the SOQ). Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

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

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

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

29. DEFINITIONS. All abbreviations and definitions of terms used in this Document 00200 are set forth in Document 01420 (References and Definitions).

END OF DOCUMENT

DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

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

CITY: SANTA CLARA, CALIFORNIA

SITE: LOCATED IN THE CITY OF SANTA CLARA, CA.

PROJECT: SERRA-BROKAW 60 KV RE-CONDUCTORING PROJECT

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

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

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

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

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

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

INDEMNITY AND RELEASE AGREEMENT

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

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

END OF DOCUMENT

DOCUMENT 00250

BID CONTENTS, EVALUATION, SELECTION AND AWARD

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

CITY CONTRACT NUMBER 2116A

THE SERRA-BROKAW 60 KV RE-CONDUCTORING PROJECT

2. All abbreviations and definitions of terms used herein are defined in the Division 1 Specifications, Document 01420 References and Definitions.

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

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

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

   A. Document 00400 (Bid Form).

   B. Document 00411, (Bidder's Bond). Bid security supplied and completed in accordance with paragraph 7 of this Document 00200.

   C. Document 00420 (Bidder's Registration Form)

   D. Document 00421 (Declaration of Contractor's License Status)

   E. Document 00430 (Subcontractors List Form)

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

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

   H. Document 00481 (Non-Collusion Affidavit)

   I. Document 00654 (Workers' Compensation Insurance Statement)

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

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

BID CONTENTS, EVALUATION, SELECTION AND AWARD

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

7. EVALUATION OF BIDDER RESPONSIBILITY (ENVELOPE B)

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

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

END OF DOCUMENT

DOCUMENT 00320

GEOTECHNICAL DATA AND EXISTING CONDITIONS

1. SUMMARY

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

2. REPORT AND INFORMATION

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

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

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

D. The following geotechnical reports and data, and information regarding existing conditions and Underground Facilities at or contiguous to the Site, are available for review for Contract Number 2116A through City:

1. No Geotechnical Information Available.

3. USE OF INFORMATION ON EXISTING CONDITIONS

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

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

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

4. LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION

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

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

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

5. INVESTIGATIONS

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

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

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

6. ACCESS TO SITE FOR INVESTIGATIONS

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

END OF DOCUMENT

DOCUMENT 00320

GEOTECHNICAL DATA AND EXISTING CONDITIONS

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DOCUMENT 00400

BID FORM

THIS BID IS SUBMITTED BY:

_____

(Firm/Company Name)

CITY CONTRACT NUMBER 2116A

SERRA – BROKAW 60 KV TRANSMISSION LINE RE-CONDUCTORING PROJECT

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

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents:

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

Addendum No.	Addendum Date	Signature of Bidder

   B. Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Agreement), Article 5.

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

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

BID FORM

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

SCHEDULE OF BID PRICES

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

ITEM	DESCRIPTION	MATERIALS	LABOR	TOTAL
1	BONDS AND INSURANCE			
2	SAFETY PLAN AND PROGRAMS			
3	TOTAL EXHIBIT A – SERRA – BROKAW TRANSMISSION LINE			
5	ALL OTHER WORK (work not separately provided for above)			
	COLUMN TOTALS			

	LUMP SUM BID $
LUMP SUM BID in words	....

BID FORM

EXHIBIT A

SCHEDULE OF BID PRICES

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

ITEM	DESCRIPTION	MATERIALS	LABOR	TOTAL
1	MOBILIZATION/DEMOBILIZATION			
2	INSTALL/RE-ESTABLISH RESTORATIVE LANDSCAPING			
3	DEVELOP AND MAINTAIN SWPPP & NPDES PLANS			
4	INSTALL AND MAINTAIN SWPPP BEST MANAGEMENT PRACTICES			
5	INSTALL AND MAINTAIN TRAFFIC CONTROL			
6	REPLACEMENT WORK: TRANSMISSION LINE INSULATOR CLAMPS			
7	REPLACEMENT WORK: TRANSMISSION LINE INSULATORS			
8	REPLACEMENT WORK: KPF AIR SWITCH			
9	REPLACEMENT WORK: 12 kV CROSSARMS			
10	DEMOLITION AND REMOVAL: WOOD TRANSMISSION LINE POLES AND HARDWARE			
11	EARTHWORK: REFILLING HOLES			
12	EARTHWORK: PREPARING HOLE FOR TRANSMISSION LINE POLE			
13	INSTALLATION WORK: NEW TRANSMISSION POLE AND HARDWARE			
14	TRANSFER: POLE MOUNTED TRANSFORMER			

BID FORM

15	CUT-IN AND TERMINATE DISTRIBUTION LINE			
16	TRANSFER: EXISTING DISTRIBUTION LINE			
17	RETENSION GUY WIRES			
18	RESAG 4/0 COPPER WIRE			
19	INSTALL NEW CONDUCTOR			
20	ENCROACHMENT PERMITS (Water District, Roads and Airport Encroachment)			
21	ALL OTHER WORK (work not separately provided for above)			
	COLUMN TOTALS			

EXHIBIT A – SERRA–BROKAW TRANSMISSION LINE LUMP SUM BID	$
LUMP SUM BID in words	....

BID FORM

BID SCHEDULE OF UNIT PRICES

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	65' WOOD POLE (EXCAVATE AND SET)	EA	
2	70' WOOD POLE (EXCAVATE AND SET)	EA	
3	80' WOOD POLE (EXCAVATE AND SET)	EA	
4	12 kV CROSSARM (INSTALL)	EA	
5	LOAD BREAK SWITCH (INSTALL)	EA	
6	3-MAN CREW (WEEKEND WORK)	HR	
7	5-MAN CREW (WEEKEND WORK)	HR	
8	SWITCHING ASSIST (3 MAN CREW, 4 HOURS)	EA	
9	BACKFILL MATERIAL	CY	

5. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).
6. The undersigned Bidder understands that City reserves the right to reject this Bid.

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Agreement), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the total of Bid items 1 through 5 and made payable to the "City of Santa Clara".

BID FORM

10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520 (Agreement). The undersigned Bidder acknowledges that City has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

11. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Agreement) shall be as set forth in Document 00520 (Agreement).

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

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

NAME OF BIDDER: _____

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

Number: _____

Expiration: _____.

_____ _____

Where incorporated, if applicable

_____

_____
Principals

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

_____
Signature of Bidder

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

DOCUMENT 00400

BID FORM

Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Officers authorized to sign contracts: _____

_____

_____

_____

Telephone Number(s): _____

Fax Number(s) _____

Date of Bid: _____

END OF DOCUMENT

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DOCUMENT 00411

BOND ACCOMPANYING BID

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

THE SERRA-BROKAW 60Kv RE-CONDUCTORING PROJECT

CONTRACT #2116A

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

DOCUMENT 00411

BOND ACCOMPANYING BID

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

_____ day of _____, 201____.

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

Approved as to Form:

_____ Date: _____

City Attorney

END OF DOCUMENT

DOCUMENT 00420

BIDDER REGISTRATION FORM

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

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

Bidder's Company Name: _____

State where incorporated: _____

Contractor's License _____ _____ _____
License Number License Date Federal ID Number

Main Office Location: _____

_____ _____ _____
City State Zip

Mailing Address: _____

_____ _____ _____
City State Zip

Phone No. _____ Fax No. _____

Type Business

- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Non-Profit 501 C3
- ☐ Corporation
- ☐ Other (Please Explain)

_____

_____

BIDDER REGISTRATION FORM

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

Contact Name: _____

Title: _____

Address: _____

_____

_____ _____ _____
City State Zip

Phone Number _____ Fax Number _____

e-mail addres _____

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

Principal Name: _____

Title: _____

Address: _____

_____

_____ _____ _____
City State Zip

Phone Number _____ Fax Number _____

Principal Name: _____

Title: _____

Address: _____

_____

_____ _____ _____
City State Zip

Phone Number _____ Fax Number _____

DOCUMENT 00420

BIDDER REGISTRATION FORM

Principal Name: _____

Title: _____

Address: _____

_____

_____ _____ _____
City State Zip

Phone Number _____ Fax Number _____

Bidder: _____
Company Name

By: _____
Signature

Name: _____

Title: _____

Address: _____

_____

_____ _____ _____
City State Zip

Phone Number _____ Fax Number _____

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

END OF DOCUMENT

DOCUMENT 00420

BIDDER REGISTRATION FORM

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DOCUMENT 00421

DECLARATION OF CONTRACTOR'S LICENSE STATUS

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

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

   _____.

2. The license expiration date is: _____.

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

CONTRACTOR

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

_____
[Signatory's Name – Print or Type]

_____
[Signature]

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

END OF DOCUMENT

DOCUMENT 00421

DECLARATION OF CONTRACTOR'S LICENSE STATUS

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DOCUMENT 00430

SUBCONTRACTORS LIST

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

Sub-consultant or Subcontractor _____

Address: _____

_____

_____ _____ _____
City State Zip

Phone Number _____ License Number _____

Type of Work _____

_____

_____

_____

Value of Work as a percentage of the Bid Amount _____

DOCUMENT 00430

SUBCONTRACTORS LIST

Sub-consultant or Subcontractor _____

Address: _____

_____

_____ City _____ City _____ City

Phone Number _____ Phone Number _____

Type of Work _____

_____

_____

_____

Value of Work as a percentage of the Bid Amount _____

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

DOCUMENT 00430

SUBCONTRACTORS LIST

Bidder: _____
Company Name

By: _____
Signature

Name: _____

Title: _____

Address: _____

_____ _____ _____
City State Zip

Phone Number _____ Fax Number _____

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

END OF DOCUMENT

DOCUMENT 00430

SUBCONTRACTORS LIST

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DOCUMENT 00440

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

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

1. I am _____ *[insert title or capacity]* of

   _____ *[insert entity name]* ("Bidder").

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

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

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

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

_____
Corporation, Partnership, etc.

_____
Signature

_____
Title

DOCUMENT 00440

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

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

STATE OF CALIFORNIA)

County of _____)

On _____, 201__, before me _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

END OF DOCUMENT

DOCUMENT 00441

ETHICAL STANDARDS FOR CONTRACTORS

Termination of Contract for Certain Acts.

1. City may, at its sole discretion, terminate any contract with Contractor if any one or more of the following occurs:

   A. If Contractor[1] does any of the following:

      1. Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;
      2. Is convicted of a crime punishable as a felony involving dishonesty;[3]
      3. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or (3) performing a public contract or subcontract;
      4. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; or
      5. Made (or makes) any false statement(s) or representation(s) with respect to the contract; or

   B. If fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with Contractor can be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

---

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

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

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

ETHICAL STANDARDS FOR CONTRACTORS

2. City may also terminate any contract with Contractor if any one or more of the following occurs:

   A. If Contractor becomes "insolvent;"[4]

   B. If City determines that Contractor no longer has the financial capability or business experience (including without limitation loss of personnel deemed essential by City) to perform successfully the terms of, or operate under, any contract with City; or

   C. If City determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required state issued license, failure to obtain a City business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under any contract with City.

3. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process, or a contract is terminated pursuant to the these provisions, Contractor may appeal City's action to the City Council by filing a written request with the City Clerk to have the matter heard within ten (10) days of the notice given by City. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. Contractor shall have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

END OF DOCUMENT

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

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

1. GENERAL INFORMATION

In Document 00100 (Advertisement for Bids) the City of Santa Clara, a chartered municipal Corporation of the State of California ("City"), has indicated that it will receive sealed Bids for the Contract for the construction of the SERRA-BROKAW 60kV RE-CONDUCTORING PROJECT CONTRACT #2116A. The Contract will require Contractor to construct the Project, all in accordance with the scope of Work set forth in the Contract.

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

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

Within the past five (5) years completed three (3) construction projects of a similar nature and complexity with a contract dollar amount of at least $2.5 million each.

Evidence of a valid California "A" and "C-10" contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder or any designated Subcontractor(s).

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

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

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

2. REQUIRED CONTENTS OF SOQ SUBMISSION

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

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

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

C. Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of [A-7] or better that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00610 (Construction Performance Bond) and 00620 (Construction Labor and Material Payment Bond). Such performance and payment bonds shall be in the minimum penal sums provided therein. Bidder shall include authorization that gives the City the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.

D. Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter(s), having a financial rating from A. M. Best Company of [A-7] or better, confirming that the insurer will provide Bidder the required coverages and amounts specified in Document 00700 (General Conditions).

E. Human and Physical Resources. Bidder shall identify, describe, and quantify for itself and separately for its "designated Subcontractor(s)" (as defined in Document 00200 Instructions to Bidders), the following technical resources for the construction work:

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

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

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

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

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

G. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, and Bidder's (including but not limited to the superintendent) designated Subcontractor(s), to include the following:

1. Name and proposed assignment of Key Personnel; do not include home addresses or phone numbers

2. Years of experience;

3. Education - degrees, schools and years obtained;

4. Professional registration(s);

5. Fluency in English;

6. Experience directly related to above proposed assignment;

7. At least two (2) client references, including contact names, addresses and telephone numbers; and

8. Description of projects of a similar nature worked on in the past five (5) years.

H. Litigation History. Description of litigation history for the past three (3) years, including names of involved parties, nature of dispute, and disposition.

3. GENERAL CONDITIONS

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

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

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

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

ATTACHMENT "A"

Statement of Qualification Questionnaire

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

CONTACT INFORMATION

Company Name: _____

Owner of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

PART A: GENERAL INFORMATION

Complete Part A before proceeding to Part B.

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

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

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

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

SAFETY

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

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

Field Supervisor	Weekly ___	Bi-weekly ___	Monthly ___	Less than monthly ___
Employees	Weekly ___	Bi-weekly ___	Monthly ___	Less than monthly ___
New Hires	Weekly ___	Bi-weekly ___	Monthly ___	Less than monthly ___
Subcontractors	Weekly ___	Bi-weekly ___	Monthly ___	Less than monthly ___

3. How often does Bidder conduct documented safety inspections?

   Quarterly _____ Semi-annually _____ Annually _____ Other _____

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

   Quarterly _____ Semi-annually _____ Annually _____ Other _____

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

PREVAILING WAGE PROVISIONS

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

LICENSE PROVISIONS

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

   Reason: _____

   _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

DISPUTES

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

BONDING

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

Name of bonding company/surety: _____

Name of Surety Agent: _____

Surety Agent address: _____

Surety Agent phone number: _____

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

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

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

What is Bidder's total bonding capacity? _____

What percentage rate does Bidder pay for bonds? _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

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 projects with a construction cost of at least $1,000,000 each completed in the past five years and indicate who were the Superintendent, the Foreman and the Project Manager.

Project Name	Construction Cost ($)	Year complete	Name of Project Superintendent	Name of Project Manager	Name of Project Foreman

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

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

1. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

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

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

Description of Project, Scope of Work Performed: _____

_____

_____

_____

_____

_____

_____

_____

Total Construction Cost: _____

Total Change Order Amount: _____

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

2. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

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

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

Description of Project, Scope of Work Performed: _____

_____

_____

_____

_____

_____

_____

_____

Total Construction Cost: _____

Total Change Order Amount: _____

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

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

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

Description of Project, Scope of Work Performed: _____

_____

_____

_____

_____

_____

_____

_____

Total Construction Cost: _____

Total Change Order Amount: _____

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

List Key Personnel that will be assigned to this Project:

Project Manager: _____

Project Superintendent: _____

Field Foreman: _____

Provide resumes for the individuals above identifying their specific experience for this project.

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

PART D: EXPERIENCE OF DESIGNATED SUBCONTRACTOR(S)

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

Electrical Subcontractor:
List three projects with a construction cost of at least $1,000,000 each completed in the past five years and indicate who were the Superintendent, the Foreman and the Project Manager.

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

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

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

1. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

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

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: _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

2. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

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

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: _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

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

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: _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

List Key Personnel that will be assigned to this Project:

Project Manager: _____

Project Superintendent: _____

Project Foreman: _____

Provide resumes for the individuals above identifying their specific experience for this project.

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

Earthwork Subcontractor:
List three projects with a construction cost of at least $1,000,000 each completed in the past five years and indicate who were the Superintendent, the Foreman and the Project Manager.

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

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

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

1. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

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

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: _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

2. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

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

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: _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

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

Prime Contractor: _____

Prime Contractor Contact (name and phone number): _____

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

Description of Project, Scope of Work Performed: _____

_____

_____

Value of Construction Contract: _____

Value of Change Orders: _____

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

List Key Personnel that will be assigned to this Project:

Project Manager: _____

Project Superintendent: _____

Project Foreman: _____

Provide resumes for the individuals above identifying their specific experience for this project.

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

Structural/Concrete Subcontractor:
List three projects with a construction cost of at least $1,000,000 each completed in the past five years and indicate who were the Superintendent, the Foreman and the Project Manager.

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

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

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

1. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

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

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: _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

2. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

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

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: _____

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

3. Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and phone number): _____

Architect/Engineer: _____

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

Prime Contractor: _____

Prime Contractor Contact (name and phone number): _____

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

Description of Project, Scope of Work Performed: _____

_____

_____

Value of Construction Contract: _____

Value of Change Orders: _____

Original Scheduled Date of Completion: _____

Time Extensions Granted (number of Days): _____

Actual Date of Completion: _____

Number of Stop Notices filed by subcontractors or suppliers: _____

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

List Key Personnel that will be assigned to this Project:

Project Manager: _____

Project Superintendent: _____

Project Foreman: _____

Provide resumes for the individuals above identifying their specific experience for this project.

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

PART E: FINANCIAL INFORMATION

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

   Yes____ No _____ If yes, please state when _____

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

Agency Name: _____

Contact Name: _____

Phone Number: _____

Carrier: _____ A.M. Best Rating _____

Carrier: _____ A.M. Best Rating _____

Carrier: _____ A.M. Best Rating _____

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

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

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

_____
SIGNATURE

_____
TITLE

END OF DOCUMENT

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DOCUMENT 00460

SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

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

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

Bidder: _____

_____
SIGNATURE

_____
DATE

END OF DOCUMENT

DOCUMENT 00460

SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

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DOCUMENT 00481

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

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

STATE OF CALIFORNIA)

) ss.

COUNTY OF SANTA CLARA)

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

DOCUMENT 00481

NON-COLLUSION AFFIDAVIT

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

Bidder: _____
Company Name

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn before me_____

This _____ day of _____, 20___

Notary Public of the State of _____

In and for the County of_____

My Commission expires_____ (Seal)

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

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

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

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

_____, 201__

DELIVERY VIA: Certified Mail

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

ATTENTION: _____

CONTRACT REFERENCE: City of Santa Clara Contract #2116A

PROJECT REFERENCE: SERRA-BROKAW 60kV RE-CONDUCTORING PROJECT

****

Congratulations, the intent of this letter is to inform you that the bid you submitted to the City of Santa Clara on _____ 201___, for the above referenced public works contract ("Contract"), has been received and reviewed by City staff. Your firm has been determined to be the lowest responsible and responsive bidder. Based on your bid and City staff recommendation, the Santa Clara City Council has awarded the Contract to your firm for the construction of the SERRA-BROKAW 60KV RE-CONDUCTORING SUBSTATION project (the "Project"). The Contract Price for this Contract is _____ thousand, _____ hundred and _____ dollars and ____ cents ($_____.___).

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

2. Two (2) complete originals of Contract Document 00520 – Agreement. Each copy must have original signature(s) of authorized representatives of your firm on the signature page.

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

4. One (1) complete original of Contract Document 00620 - Construction Labor and Materials Payment Bond, which confirms that the required bond has been purchased in an amount equal to the Contract price. The bond must be fully executed by authorized representatives of your firm <u>and</u> your surety. The signature of the surety must be notarized and the notary form must be attached to Document 00620.

NOTICE OF AWARD

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

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

7. In addition to delivering the above referenced documents directly to the City Clerk, you must also deliver the following documents, as set forth in Contract Document 00822 - Insurance Requirements, directly to the City's insurance compliance contractor, EBIX.

   A. All of the Certificate(s) of Insurance showing proof that all of the required insurance policies have been purchased and are currently in effect;

   B. All of the required insurance policy endorsements; and

   C. Written confirmation that the insurance companies which have issued your insurance policies meet or exceed the required AM Best rating of "A-VI".

   Please forward all insurance compliance information to:

   EBIX Inc.
   City of Santa Clara, Electric Department
   P.O. 12010-S2 or 151 North Lyon Avenue
   Hemet, CA 92546-8010 Hemet, CA 92543
   Telephone: (951)766-2280; or
   Fax: (770) 325-0409
   Email address: ctsantaclara@ebix.com

NOTICE OF AWARD

IMPORTANT NOTE REGARDING YOUR INSURANCE COMPLIANCE DOCUMENTS:

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

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

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

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

Once again, congratulations on being awarded this Contract. We look forward to working with your firm on this Project. If you have any questions regarding this Notice of Award, please contact Kevin Keating at (408) 261-5459.

Sincerely,

_____

JULIO J. FUENTES
CITY MANAGER
City of Santa Clara, California,
a chartered California municipal corporation

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

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DOCUMENT 00520

AGREEMENT

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

_____
[Name of Contractor]

whose place of business is located at _____,

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

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

WHEREAS, City has awarded to Contractor the following contract:

CONTRACT NUMBER 2116A

THE SERRA-BROKAW 60 KV RE-CONDUCTORING PROJECT

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

ARTICLE 1. WORK

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

ARTICLE 2. AGENCY AND NOTICES TO CITY

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

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

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

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

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

AGREEMENT

ARTICLE 3. CONTRACT TIME AND LIQUIDATED DAMAGES

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

2. Liquidated Damages. City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 15 of Document 00700 (General Conditions), Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of all or any part of the Work. Accordingly, City and Contractor agree that as liquidated damages for delay Contractor shall pay City:

   A. $5,000.00 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work until achieved.

   B. $7,500.00 for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved; provided that the amount will be $5,000.00 per day until Substantial Completion of the entire Work is achieved.

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

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

AGREEMENT

ARTICLE 4. CONTRACT SUM

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

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

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

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

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

   C. Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

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

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

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

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

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

ARTICLE 6. CONTRACT DOCUMENTS

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

A. Division 0 – Bidding Requirements

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

B. Division 0 – Contracting Requirements

Document 00510	Notice of Award
Document 00520	Agreement
Document 00550	Notice to Proceed
Document 00610	Construction Performance Bond

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

C. Division 0 – Conditions of the Contract

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

D. Division 1 – General Requirements

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

E. Division 2 – Site Construction

Section 02000 – Supplemental General Requirements for Civil Improvements
Section 02050 – Site Demolition
Section 02240 – Erosion Control
Section 02300 – Earthwork
Section 02510 – Water System
Section 02513 – Asphalt Concrete Paving
Section 02620 – Subdrainage
Section 02630 – Storm Drainage System

Section 02785 – Signage, Stripping and Markings
Section 02810 – Irrigation
Section 02900 – Landscaping
Section 02970 – Landscape Maintenance

F. Division 16 – Electrical
Section 16120 - Wires and Cables
Section 16311 – Line Materials

G.

H. Appendix

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

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

ARTICLE 7. MISCELLANEOUS

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

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

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

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

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

6. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at City's office, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

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

AGREEMENT

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to form:

_____
RICHARD E. NOSKY, JR.
City Attorney

_____
JULIO J. FUENTES
City Manager

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

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

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

Date: _____

Contact Name: _____

Contact Title: _____

Company Name: _____

Mailing Address: _____

_____ _____ _____
City State Zip

Contract Ref. *PUBLIC WORKS CONTRACT #2116A*

Project Ref. ***SERRA-BROKAW 60 KV RE-CONDUCTORING PROJECT***

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

DOCUMENT 00550

NOTICE TO PROCEED

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

1. Submit certified Safety Program and related information.
2. Submit copies of applicable permits
3. Submit approved fire protection plan, if applicable
4. Attend preconstruction conference.
5. [__Additional Conditions as Necessary__]

Silicon Valley Power

By: _____

Its: _____

END OF DOCUMENT

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

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

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

CONTRACT 2116A THE SERRA-BROKAW 60 KV RE-CONDUCTORING PROJECT

Awarded _____ ___, 201__ in the amount of $_____("Contract Price")
The Contractor and Surety each acknowledge and accept the terms and conditions of this Bond as evidenced by the following signatures of their representatives. The Contractor and Surety each specifically represent that the individual representatives who have signed below are duly authorized to execute this Bond on its behalf. It is the intent of the Parties that this Bond shall become operative on the date first set forth above.

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

Approved as to Form:

_____ Date: _____
City Attorney

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no City Default, Surety's obligation under this Bond shall arise after:

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

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

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

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

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

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

   D. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith its monetary obligation to City under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is

determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

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

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

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

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

   C. Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond). No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.

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

8. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a

court of competent jurisdiction in the location in which the work is located. Communications from City to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.

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

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

11. Definitions.

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

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

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

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

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

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

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

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

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

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

CONTRACT 2116A **THE SERRA-BROKAW 60 KV RE-CONDUCTORING PROJECT**

Awarded _____ ___, 201__ in the amount of $_____ ("Contract Price") The Contractor and Surety each acknowledge and accept the terms and conditions of this Bond as evidenced by the following signatures of their representatives. The Contractor and Surety each specifically represent that the individual representatives who have signed below are duly authorized to execute this Bond on its behalf. It is the intent of the Parties that this Bond shall become operative on the date first set forth above.

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

Please Apply Corporate Seal Here

Please Apply Corporate Seal Here)

Approved as to Form:

_____ Date: _____,

City Attorney

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to City, this obligation shall be null and void if Contractor:

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

   B Defends, indemnifies and holds harmless City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contact, provided City has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no City Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.

4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.

5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.

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.

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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

13. Definitions.

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

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

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

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

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

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

END OF DOCUMENT

DOCUMENT 00630

GUARANTY

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

THE SERRA-BROKAW 60 KV RE-CONDUCTORING PROJECT
SANTA CLARA, CALIFORNIA

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

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

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

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

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

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

DOCUMENT 00630

GUARANTY

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

_____
Contractor's Name

_____
Company Name

_____
Signature

_____
Title

_____
Address

_____ _____
City/State/Zip Date

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

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

RECITALS

1. City and Contractor entered into Contract #2116A (the "Contract").

2. The Work under the Contract has been completed.

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

AGREEMENT

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

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

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

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

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

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

Claim No.	Date Submitted	Description of Claim	Amount of Claim

(Insert information, including attachment if necessary)

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Document 00650, Contractor hereby releases and forever discharges City, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

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

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

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

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

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.

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

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

THE CITY OF SANTA CLARA,

a chartered Municipal Corporation of the State of California

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

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

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

Name: _____

Title: _____

Local Address: _____

_____

_____

Telephone ( ) _____

Fax: ( ) _____

"CONTRACTOR"

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

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DOCUMENT 00654

WORKERS' COMPENSATION INSURANCE STATEMENT

Contractor hereby states the following:

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

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

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

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

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

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

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

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

   E. Advance written notice shall be given to the City in the event of cancellation of the policy. The undersigned shall provide such notice to the City of Santa Clara, Office of the City Clerk at 1500 Warburton Avenue, Santa Clara, CA 95050 within the time period specified in Document 00821, Insurance; and

   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.

DOCUMENT 00654

WORKERS' COMPENSATION INSURANCE STATEMENT

Bidder: _____
Company Name

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

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

Project: THE SERRA-BROKAW 60 KV RE-CONDUCTORING PROJECT
CONTRACT #2116A

Contractor: _____

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

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

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

Proposed Substitution:_____

_____

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

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

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

1. Does the substitution affect dimensions shown on Drawings?

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

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

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

Submitted by:

_____
Bidder/Contractor

[note applicable]

_____
Signature

_____
Name

_____
Address

_____
City/State/Zip

Telephone: _____

Date: _____

For Use by City:

_____ Accepted _____ Accepted as Noted

_____ Not Accepted _____Received Too Late

By: _____
City's Representative

Date: _____

Remarks: _____

_____

_____

_____

END OF DOCUMENT

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

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DOCUMENT 00670

ESCROW BID DOCUMENTS

1. Requirements for Escrow Bid Documents.

   A. Within the time period established in Document 00200 -Instructions to Bidders and Document 00510 – Notice of Award, Contractor shall submit to City a set of Escrow Bid Documents as defined in paragraph 2 below. Escrow Bid Documents will be used only in the manner and for the purposes described in this Document 00670.

   B. The submission of the Escrow Bid Documents, as with the bonds and insurance documents required under Document 00200 (Instructions to Bidders), is considered an essential part of the Contract award. Should Contractor fail to make the submission within the allowed time specified, Contractor may be deemed to have failed to enter into the Contract, Contractor shall forfeit the amount of its Bid security accompanying Contractor's Bid, and City may award the Contract to the next lowest responsive responsible Bidder.

   C. NO PAYMENTS WILL BE MADE, NOR WILL CITY ACCEPT CHANGE ORDER REQUESTS UNTIL THE ABOVE-REQUIRED INFORMATION IS SUBMITTED AND APPROVED. ALTERNATIVELY, CITY MAY DECLARE THE BID NON-RESPONSIVE.

   D. Contractor shall submit the Escrow Bid Documents, in person by an authorized representative of the Contractor, to:

      Kevin Keating
      1500 Warburton Ave.
      Santa Clara, CA 95050

2. Scope of Escrow Bid Documents.

   A. Within the time period specified in Document 00200 - Instructions to Bidders and Document 00510 – Notice of Award, Contractor shall submit one copy of all documentary information received or generated by Contractor in preparation of Bid prices for the Contract Documents, as specified in paragraphs 5 and 6 of this Document 00670. This material is referred to in this Document 00670 as the "Escrow Bid Documents." Contractor's Escrow Bid Documents will be held in escrow as provided in this Document 00670.

   B. Contractor represents and agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute all written information used in the preparation of its Bid, and that no other written Bid preparation information shall be considered in resolving disputes or claims or may be considered in legal proceedings. Contractor also agrees that nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents. Contractor is advised that the Escrow Bid Documents will only be used as a guide in the resolution of disputes and claims.

ESCROW BID DOCUMENTS

3. Ownership of Escrow Bid Documents.

   A. The Escrow Bid Documents are, and shall always remain, the property of Contractor, subject to joint review by City and Contractor, as provided in this Document 00670.

   B. City stipulates and expressly acknowledges that the Escrow Bid Documents constitute trade secrets. This acknowledgement is based on City's express understanding that the information contained in the Escrow Bid Documents is not known outside Contractor's business, is known only to a limited extent and only by a limited number of Contractor's employees, is safeguarded while in Contractor's possession, is extremely valuable to Contractor and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated construction techniques. City further acknowledges that the Escrow Bid Documents and the information contained in them are made available to City only because such action is an express pre-requisite to award of the Contract. City agrees to safeguard the Escrow Bid Documents, and all information contained in them, against disclosure to the fullest extent permitted by law, consistent with paragraph 4 of this Document 00670.

4. Escrow Bid Documents may be used in the determination of price adjustments and change orders and in the settlement of disputes and claims. If used in legal proceedings, Escrow Bid Documents shall be subject to an appropriate protective order limiting their disclosure.

5. Format and Contents of Escrow Bid Documents.

   A. Contractor may submit Escrow Bid Documents in their usual cost-estimating format; a standard format is not required. Contractor shall prepare and submit the Escrow Bid Documents in English.

   B. City requires Contractor to itemize clearly in the Escrow Bid Documents the estimated costs of performing the work of each Bid item contained in Contractor's Bid. Contractor shall separate Bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all Subcontractor bids or quotes, supplier bids or quotes, quantity take-offs, crews, equipment, calculations of rates of production and progress, copies of quotes from Subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by Contractor to arrive at the prices contained in the Bid. Escrow Bid Documents shall include costs of scheduled maintenance, depreciation, fleet rental expense discounts and incentives, and similar cost adjustments if used by Contractor to calculate its Bid prices. Estimated costs shall be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in

Contractor's usual format. Contractor shall identify its allocation of indirect costs, contingencies, markup and other items to each Bid item.

C. Contractor shall identify all costs. For Bid items amounting to less than $10,000, Contractor may estimate costs without a detailed cost estimate, provided that Contractor includes applicable labor, equipment, materials and subcontracts, and allocates applicable indirect costs, contingencies and markup.

D. Bid documents provided by City should not be included in the Escrow Bid Documents unless needed to comply with these requirements.

6. Submittal of Escrow Bid Documents.

A. Contractor shall submit the Escrow Bid Documents within the time period set forth in and Document 00510 – Notice of Award. The container shall be clearly marked on the outside with Contractor's name, date of submittal, project name and the words "Escrow Bid Documents - Open only in the presence of Authorized Representatives of both City and Contractor." City will review the Escrow Bid Documents for initial compliance. City has three Days after receipt of Bidder's Escrow Bid Documents to demand additional information.

B. By submitting Escrow Bid Documents, Contractor represents that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the Bid and that Contractor has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete. Contractor agrees that it will not introduce or rely on any other documents to prove how it prepared its Bid.

C. If Contractor's proposal is based upon subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds five percent of the total Contract Sum proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.

D. If Contractor wishes to subcontract any portion of the Work after award, City retains the right to require Contractor to submit Escrow Documents for the Subcontractor before approval of the subcontract.

7. Storage, Examination, and Final Disposition of Escrow Bid Documents.

A. The Escrow Bid Documents will be placed in escrow until Final Completion of Work on the Project, in a mutually agreeable institution. Contractor shall pay the cost of storage for the Escrow Bid Documents until that time. The storage facilities shall be the appropriate size for all the Escrow Bid Documents and located conveniently to both City's and, to the extent reasonably possible, Contractor's offices, but in no event outside the County of Santa Clara.

ESCROW BID DOCUMENTS

B. Both City and Contractor shall examine the Escrow Bid Documents, at any time deemed necessary by either City or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. Examination of the Escrow Bid Documents is subject to the following conditions:

1. As trade secrets, the Escrow Bid Documents are proprietary and confidential under paragraph 3.b. of this Document 00670.
2. City and Contractor (and any Subcontractor, to the extent Escrow Bid Documents are required by a Subcontractor) shall each designate in writing to the other party(s) at least seven Days prior to any examination, representatives who are authorized to examine the Escrow Bid Documents. Except as otherwise provided in a court order, no other persons shall have access to the Escrow Documents.
3. Except as otherwise provided in a court order, access to the documents may take place only in the presence of duly designated representatives of both City and Contractor. If Contractor fails to designate a representative or appear for joint examination on seven Days' notice, then City's representative may examine the Escrow Bid Documents upon an additional three (3) days' notice.

C. Following Final Completion of Work on the Project and achievement of final settlement, City shall direct the escrow agent holding the Escrow Bid Documents in writing to return those documents to Contractor.

END OF DOCUMENT

DOCUMENT 00680

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

P.C.C. §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this _____ day

of _____, 201___, by and between the CITY OF SANTA CLARA, a chartered Municipal Corporation of the State of California (hereinafter "City"), whose address is 1500 Warburton Avenue, Santa Clara, California 95050; _____ ("Contractor"), whose place of business is located at _____; and City, as escrow agent OR _____, a state or federally chartered bank in the State of California, whose place of business is located at _____ ("Escrow Agent").

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

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to Contract #2116A entered into between City and Contractor for the SERRA-BROKAW 60 KV RE-CONDUCTORING 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.

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

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

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

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

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

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

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

On behalf of City:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address
_____	_____
City/State/Zip	City/State/Zip

DOCUMENT 00680

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip

DOCUMENT 00680

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

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

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

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

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

END OF DOCUMENT

DOCUMENT 00700

GENERAL CONDITIONS

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GENERAL CONDITIONS

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GENERAL CONDITIONS

1. GENERAL

A. Documents

Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Engineer or any City's Representative and Contractor; (2) City and/or its representatives and (except as provided in paragraph 13.I below) a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than City and Contractor. City shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

B. Exercise Of Contract Responsibilities

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

C. Defined Terms

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

2. BIDDING

A. Investigation Prior To Bidding

1. Prior to bidding, Bidders shall perform the work, investigations, research and analysis required by Article 5 of Document 00520 (Agreement). Under the Contract Documents, Contractor is charged with all information and knowledge that a reasonable Bidder would ascertain from having performed the required work, investigations, research, and analysis. Bid

prices shall include entire cost of all "incidental work" to complete the Work, as that term is defined in paragraph 1.C of this Document 00700.

2. Conditions Shown on Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions indicated in the Contract Documents, *e.g.*, on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. City warrants, and Contractor may rely on, the accuracy of only limited types of information as discussed below.
   a. Aboveground and as-built conditions: There is no express or implied warranty and no express or implied representation that any information as to aboveground conditions or as-built conditions indicated in the Contract Documents is correctly shown, or indicated, or complete. As a condition to bidding, Contractor shall verify by independent investigation all aboveground and as-built conditions. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on City-supplied information regarding aboveground conditions and as-built conditions.
   b. Subsurface conditions: Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. City is not responsible for (1) the completeness of any subsurface condition information for bidding or construction, (2) Contractor's conclusions or opinions drawn from any subsurface condition information, or (3) subsurface conditions that are not specifically shown. (For example, City is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)
   c. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to Document 00320 (Geotechnical Data and Existing Conditions) for identification of geotechnical reports, "as built" information, and other drawings or other documents describing physical conditions in or relating to existing surface or subsurface conditions or structures at or contiguous to the Site. These materials are not Contract Documents and, except for any "technical data" regarding subsurface conditions specifically identified in Document 00320 (Geotechnical Data and Existing Conditions), and "Underground Facilities" data, as limited in Document 00320 (Geotechnical Data and Existing Conditions), Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by City.

B. Subcontractors

1. Consistent with Public Contract Code Sections 4101 *et seq.*, Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without City's written approval. At City's request, Contractor shall provide City with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.
2. Subcontract agreements shall preserve and protect the rights of City under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward City under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
3. Contractor shall provide for the assignment to City of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents.

3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

A. Award of Contract

City will make the Award of Contract by issuing a Notice of Award. As a condition to City signing Document 00520 (Agreement), however, Contractor shall deliver to City the executed agreements, forms, bonds and insurance documents required by Document 00200 (Instructions to Bidders) in the required quantities and within the required times.

B. Commencement of Work

The Contract Time will commence to run on the date indicated in the Notice to Proceed. See also paragraph 15.A.2 of this Document 00700. City may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

4. BONDS AND INSURANCE

A. Bonds

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

a. Corporate surety bond, in the form of Document 00610 (Construction Performance Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guarantee faithful performance of the Work; and

b. Corporate surety bond, in the form of Document 00620 (Construction Labor and Material Payment Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

2. Sureties shall be satisfactory to City. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of A or better.

B. Insurance

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

5. DRAWINGS AND SPECIFICATIONS

A. Intent

1. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe work (including services), materials or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

2. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Documents and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

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

B. Drawing Details

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

C. Interpretation of Drawings and Specifications

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

D. Checking of Drawings

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

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

E. Standards to Apply Where Specifications Are Not Furnished

The following general specifications shall apply wherever in the Specifications, or in any directions given by City in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Document 01420 (References and Definitions), for first-class work of the kind required. Contractor shall specify in writing to City the materials to be used or Work to be performed under this paragraph 5.E ten (10) Business Days prior to furnishing such materials or performing such Work.

F. Deviation from Specifications and Drawings

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

G. Precedence of Documents

1. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

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

2. Any conflict between Drawings and Division 2 through 16 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
3. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
4. In the event the Specifications include divisions above Division 16 (e.g., Division 17 and above), then such divisions shall be included within the Contract Documents unless identified otherwise.

H. Ownership and Use of Drawings, Specifications and Contract Documents

Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of City. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

6. CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

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

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

B. Mutual Responsibility

1. Contractor shall afford all other contractors, utility owners and City (if City is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.
2. Contractor shall coordinate its Work with the work of other separate contractors, City, and utility owners. Contractor shall hold coordination meetings with other contractors, City and its representatives, and utility owners as required by Document 01315 (Project Meetings).
3. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, City or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of City and the others whose work will be affected.
4. Contractor's duties and responsibilities are for the benefit of City and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between City and such other contractors and utility owners.
5. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to City in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected. City will require the Contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to City in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to City. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

C. City Authority Over Coordination

1. City will have authority over coordination of the activities of multiple contractors in cases where City performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. City may at any time and in its sole discretion, designate a person or entity other than City to have authority over the coordination of the activities among the various contractors. City's authority with respect to coordination of the activities of multiple

contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in paragraph 6.B of this Document 00700. Contractor shall promptly notify City in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.

2. Contractor shall suspend any part of the Work or carry on the same in such manner as directed by City when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation to coordinate its Work with other contractors and utility owners. Damages or claims will be allowed only to the extent of fault by City if the suspension or Work change is due in whole or in part to another contractor's failure to coordinate its work with Contractor, other contractors, and utility owners. City reserves the right to back charge Contractor for any damages or claims incurred by other contractors as a result of Contractor's failure to perform its obligations to coordinate with other contractors and utility owners. City may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures and Contractor releases City of further liability regarding such funds.

7. CITY AND PAYMENT

A. City's Representative(s)

City's Representative(s) will have limited authority to act on behalf of City as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by City, City will issue all communications to Contractor through City's Representative and Contractor shall issue all communications to City through City's Representative in a written document delivered to City. Should any direct communications between Contractor and City's consultants, architects or engineers not identified in Article 2 of Document 00520 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to City.

B. Means and Methods of Construction

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

C. Receipt and Processing of Applications for Payment

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

8. CONTROL OF THE WORK

A. Supervision of Work By Contractor

1. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
2. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without City's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

B. Observation of Work By City

1. Work shall be performed under City's general observation and administration. Contractor shall comply with City's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. City's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
2. City may engage an independent consultant or engineer (collectively for purposes of this paragraph 8.B, "Engineer") to assist in administering the Work. If so engaged, Engineer will advise and consult with City, but will have authority to act on behalf of City only to extent provided in the Contract Documents or as set forth in writing by City. Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Engineer will not be responsible

for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

3. Engineer may review Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
4. Engineer may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Engineer may recommend to City that it disapprove or reject Work that Engineer believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. City will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.
5. Engineer may conduct inspections to recommend to City the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to City for review written warranties and related documents required by Contract Documents.

C. Access To Work

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

D. Existing Utilities

Drawings may indicate above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the regional notification center, "Underground Service Alert" ("USA"). Contractor shall locate these known existing installations before proceeding with trenching or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum. Additional utilities whose locations are unknown to City are suspected to exist. Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to City for disposition of the same. In

addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in this Document 00700. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00700.

1. At no additional cost to City, Contractor shall incorporate into the Work main or trunk line utilities identified in the Contract Documents and other utilities or underground structures known or reasonably discernible and that will remain in service, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations. Should City determine that Contractor has not responded in a timely manner or not diligently pursued completion of the Work, City may restore service and deduct the costs of such action by City from the amounts due under the Contract.
2. Consistent with Government Code Section 4215, as between City and Contractor, City will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 00320 (Geotechnical Data and Existing Conditions). City will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 00230 (Existing Conditions) with reasonable accuracy, and equipment on the Project necessarily idled during such work.
3. Prior to performing Work at the Site, Contractor shall lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to City, prior to commencing other Work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced in paragraph 8.D.3 of this Document 00700).
4. Nothing in this Document 00700 shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site. Contractor shall immediately secure all available information and notify City and utility, in writing, of its discovery, while performing Work under the Contract Documents, of any utility facilities not identified in the Drawings and Specifications.

E. Underground Facilities

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

   "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

2. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide City with copies of all USA records secured by Contractor. Contractor shall advise City of any conflict between information provided in Document 00320 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents, including without limitation Paragraphs 2.A and 8.D of this Document 00700.

3. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 00320 (Geotechnical Data and Existing Conditions) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

4. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by

City or in information on file at USA or is otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 16 of this Document 00700), identify the owner of such Underground Facility and give written notice to that owner and to City. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

9. WARRANTY, GUARANTY, AND INSPECTION OF WORK

A. Warranty and Guaranty

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

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

2. Extended Guarantees: Any guarantee exceeding one (1) year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply City with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

3. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this paragraph 9.2 are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to City that:

   a. To Contractor's knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or asbestos-containing materials were discovered, Contractor made immediate written disclosure to City.

   b. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.

   c. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to City.

   d. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs,

construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide City with copies thereof.

B. Inspection of Work

1. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by City, its agents, representatives or independent contractors retained by City to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, City shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
2. Contractor shall give City timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
3. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish City with the required certificates of inspection, or approval. City will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
4. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of City, Contractor shall uncover the Work at City's request. Contractor shall bear the expense of uncovering Work and replacing Work.
5. In any case where Contractor covers Work contrary to City's request, Contractor shall uncover Work for City's observation or inspection at City's request. Contractor shall bear the cost of uncovering Work.
6. Whenever required by City, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed

or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, City, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.

7. Inspection of the Work by or on behalf of City, or City's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by City, to perform Work in conformance with the Contract Documents.
8. Any inspection, evaluation, or test performed by or on behalf of City relating to the Work is solely for the benefit of City, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by City, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

C. Correction of Defective Work

1. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, City may order Contractor to replace any Defective Work, or stop any portion of Work to permit City (at Contractor's expense) to replace such Defective Work. These City rights are entirely discretionary on the part of the City, and shall not give rise to any duty on the part of City to exercise the rights for the benefit of Contractor or any other party.
2. City may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damaged caused by or resulting from the correction or removal. If Contractor disagrees with City's calculations, it may make a claim as provided in Article 12 of this Document 00700. City's rights under this paragraph

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

3. Correction Period: If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
4. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.
5. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. Acceptance and Correction of Defective Work By City

1. City may accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such Defective Work. If City accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with City's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700. If City accepts any Defective Work after final payment, Contractor shall pay to City, an appropriate amount as determined by City.
2. City may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and

replace rejected Work in accordance with paragraph 9.C.2 of this Document 00700; or provide a plan for correction of Defective Work acceptable to City; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, City may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, its representatives, agents, employees, and other contractors and Engineer's consultants access to the Site to enable City to exercise the rights and remedies under this paragraph 9.D.2. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by City in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with City's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700.

E. Rights Upon Inspection or Correction

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

F. Samples And Tests Of Materials And Work

Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be

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

G. Proof Of Compliance Of Contract Provisions

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

H. Acceptance

Inspection by City or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by City, any extension of time, any verbal statements on behalf of City or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to City herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

10. CONTRACTOR'S ORGANIZATION AND EQUIPMENT

A. Contractor's Legal Address

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

B. Contractor's Office At The Work Site

Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from City,

communications, instructions or Drawings. Communications, instructions, or Drawings given to Contractor's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Contractor.

C. Contractor's Superintendents or Forepersons

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

D. Proficiency In English

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

E. Contractor's and Subcontractors' Employees

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

F. Contractor To Supply Sufficient Workers and Materials

1. Unless otherwise required by City under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
2. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then City may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as City may consider

necessary, at no cost to City. If Contractor does not comply with the notice within three Business Days of date of service thereof, City shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as City may elect. City may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that City exercises this right. City will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. City will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of City from claims of others.

3. Exercise by City of the rights conferred upon City in paragraph 10.F.2 of this Document 00700, is entirely discretionary on the part of City. City shall have no duty or obligation to exercise the rights referred to in paragraph 10.F.2 of this Document 00700 and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of City's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon City under paragraph 10.F.2 of this Document 00700 are cumulative to City's other rights under any provision of the Contract Documents.

G. Contractor To List Trades Working

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

H. Contractor's Use of the Site

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

11. PROSECUTION AND PROGRESS OF THE WORK

A. Schedules And Examinations Of Contract Documents

1. Contractor shall submit schedules and reports, Shop Drawings and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Documents 01315

(Project Meetings), 01320 (Progress Schedules and Reports), and 01330 (Submittal Procedures).

2. Contractor shall submit to City for review and discussion at the Preconstruction Conference described in Document 01315 (Project Meetings):
   a. Progress schedules and reports as required by Documents 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). Contractor shall utilize Progress Schedule in planning, scheduling, coordinating, performing and controlling Work (including all activities of Subcontractors, assigned contractors, equipment vendors and suppliers). Contractor shall update Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Contractor's monthly progress payments. Contractor's failure to submit and maintain an acceptable progress schedule may, in City's discretion, and without limiting the materiality of Contractor's other obligations under the Contract Documents, constitute grounds to declare Contractor in material breach of the Contract Documents
   b. Within 14 Days after the Notice of Award, a preliminary schedule of Shop Drawing and Sample submittals that shall list each required submittal and the times for submitting, reviewing and processing such submittal, as required by Document 01330 (Submittal Procedures). If no such schedule is agreed upon, then all Shop Drawings, Samples and product data submittals shall be completed and submitted within 21 Days after receipt of Notice of Award from City.
   c. Within 14 Days after the Notice of Award, a preliminary Schedule of Values for all the Work which shall include quantities and prices of items aggregating the Contract Sum and shall subdivide each Schedule of Values into component activities in sufficient detail to serve as the basis for progress payments during construction. Such Schedule of Values shall include an appropriate amount of overhead and profit applicable to each item of Work, a line item for Project Record Documents, and a line item for Project scheduling, and shall conform to Document 01200 (Measurement and Payment).
3. Unless otherwise provided in the Contract Documents, at least 15 Days before submission of the first application for payment, a conference attended by Contractor, City, and others as appropriate, will be held to review for acceptability the schedules submitted in accordance with paragraph 11.C.2 of this Document 00700 and first reviewed at the Preconstruction Conference. Contractor shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Documents 01200 (Measurement and Payment), 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). No progress

payment shall be due or owing to Contractor until the schedules are submitted to and acceptable to City and/or Engineer as meeting the requirements of the Contract Documents, including Documents 01200 (Measurement and Payment), 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures). City's acceptance of Contractor's schedules will not create any duty of care or impose on City any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefor.

4. Before commencing any portion of Work, Contractor shall inform City in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to City a reasonable time in advance of time at which Contractor proposes to begin Work, so that City may complete necessary preliminary work without inconvenience or delay to Contractor.
5. Contractor shall submit submittals and Shop Drawings to City (or Engineer if City so designates) for review in strict accordance with Document 01330 (Submittal Procedures). Submission of a Shop Drawing shall constitute Contractor's representation that all requirements of Document 01330 (Submittal Procedures) have been complied with. All submittals will be identified as City may require and in the number of copies specified in Document 01330 (Submittal Procedures).
6. Contractor shall not perform Work that requires submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal. Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final Schedule of Shop Drawing and Sample Submittals accepted by City, any related Work performed prior to City's approval of the pertinent submittal shall be at the sole expense, responsibility and risk of Contractor.

B. Cost Data

1. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide City with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide City with a copy of such report upon City's request and whenever it is generated.
2. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities,

problems encountered and delays. Contractor shall provide City with copies for each Day Contractor works on the Project, to be delivered to City either the same Day or the following morning before starting work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

3. City shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, City shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents (subject to Document 00670 Escrow Bid Documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. City and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 11.B at any time during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

4. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to City for reference. Upon completion of the Work, Contractor shall deliver to City, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

12. CLAIMS BY CONTRACTOR

A. General

1. Contract Interpretation Disputes: Should it appear to Contractor that Work to be performed or any of the matters relative to Contract Documents (including without limitation Drawings or Specifications) are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of Contract Documents (including without limitation Drawings or Specifications), Contractor shall give written notice to City. Contractor shall bear all costs incurred in giving notice. City will

render a determination regarding the issue, which shall be final. If Contractor disagrees with City's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Article 12. Contractor shall diligently prosecute the Disputed Work (as defined below to Final Completion pending resolution of any claim.

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

B. Procedure

1. Should any clarification, determination, action or inaction by City or Engineer, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise

result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and City will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Contract Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph 12.B.2, Contractor shall waive its rights to further claim on the specific issue.

2. City will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, it shall so notify City, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than 30 Days, then Contractor shall, every 30 Days until the Disputed Work ceases, submit to City a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every 30 Days shall result in waiver of the claim for that 30-Day period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule input and/or any time extension will be determined at a later date shall not comply with this paragraph 12.2.B and shall result in Contractor waiving its claim(s).

3. Upon receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, City or its designee will review the issue and render a final determination. If Contractor's claims submitted in accordance with this Article 12 at Project completion total less than $375,000, then claims resolution shall proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code.

4. Claims shall be calculated in the same manner as Change Orders per Document 01250 (Modification Procedures). EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), CITY SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR

SHALL NOT INCLUDE THEM IN ITS CLAIMS. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN DOCUMENT 01250 (MODIFICATION PROCEDURES).

C. Claim Format

1. Contractor shall submit the claim justification in the following format:
   a. Cover letter and certification;
   b. Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;
   c. List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
   d. Chronology of events and correspondence;
   e. Analysis of claim merit;
   f. Analysis of claim cost; and
   g. Attach supporting documents referenced in paragraph 12.C.1.c.

D. Exclusive Remedy

Contractor's performance of its duties and obligations specified in this Article 12 and submission of a claim as provided in this Article 12 is Contractor's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or Contract Documents, negligence or strict liability by City, its representatives, consultants or agents, or the transfer of Work or the Project to City for any reason whatsoever. Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Compliance with the notice and claim submission procedures described in Article 12 is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any Government Code Claim, subsequent litigation, or legal action. City shall not have deemed to waive any provision under this Article 12, if at City's sole discretion, a claim is accepted in a manner not in accord with this Article 12.

E. Mediation

All Contractor claims not subject to the claim resolution procedures set forth in Document 01410 (Regulatory Requirements) shall, as a condition precedent to

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

F. Subcontractor Claims

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

13. LEGAL AND MISCELLANEOUS

A. Laws And Regulations

1. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify City and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
2. Whenever Drawings and Specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

B. Permits And Taxes

Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and

incident to due and lawful prosecution of Work, unless otherwise provided herein. City will pay applicable building permits, school, sanitation and water fees, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where City may have already obtained permits for the Work.

C. Responsibility Of Contractor And Indemnification

1. City and each of its officers, employees, consultants and agents including, but not limited to the Board, Engineer and each City's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
2. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, City and each of its officers, employees, consultants (including without limitation Consulting Engineer) and agents, including but not limited to the Board, Engineer and each City's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of City or by any person or entity required to be indemnified hereunder.
3. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against City and each of its officers, employees, consultants and agents including, but not limited to City, the Board, Engineer and each City's Representative.
4. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
5. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of

liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, City may in its discretion back charge Contractor for City's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.

6. The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to City or other indemnified party to the extent of its active negligence.

D. Concealed Or Unknown Conditions

1. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to City promptly before conditions are disturbed, except in an emergency as required by paragraph 16.D of this Document 00700, and in no event later than seven Days after first observance of:
   a. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
   b. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

   In response to Contractor's Notice of Differing Site Conditions under this paragraph 13.D.1, City will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, City will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Document 01250 (Modification Procedures). If City determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, City will so notify Contractor in writing, stating reasons
2. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:
   a. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
   b. Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract

Documents, including without limitation paragraphs 2.A.1 and 8.D of this Document 00700; or

c. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions of the kind that paragraph 2.A.1 of this Document 00700 precludes reliance upon; or

d. Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.

3. If City and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this paragraph 13.D, Contractor shall proceed with the Work as directed by City and may make a claim as provided in Article 12 of this Document 00700.

E. Notice Of Hazardous Waste Or Materials Conditions

1. Contractor shall give a written Notice of Hazardous Materials Condition to City promptly, before any of the following conditions are disturbed (except in an emergency as required by paragraph 16.D of this Document 00700), and in no event later than 24 hours after first observance of any:

a. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or

b. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").

2. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

3. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

4. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

a. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or

b. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or

c. Contractor failed to give the written notice within the time required by paragraph 13.E.1 of this Document 00700.

5. If City determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, City will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents, including without limitation Document 01250 (Modification Procedures). If City determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, City will notify Contractor in writing, stating the reasons for its determination.

6. If City and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this paragraph 13.E Contractor shall proceed with the Work as directed by City and may make a claim as provided in Article 12 of this Document 00700.

7. In addition to the parties' other rights under paragraph 13.E.5 of this Document 00700, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, City may order the disputed portion of Work deleted from the Work, or performed by others, or City may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with City's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article 12 of this Document 00700.

F. Suspension Of Work

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

a. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

b. An equitable adjustment is made or denied under any other provision of Contract Documents; or

c. The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article 12 of this Document 00700.

G. Termination Of Contract For Cause

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

a. Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or

b. Should Contractor commit a material breach of the Contract Documents. If City declares Contractor in default due to material breach, however, City must allow Contractor an opportunity to cure such breach within ten (10) days of the date of notice from City to Contractor providing notice of the default; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) days, Contractor must provide City within the ten (10) day period with a written plan acceptable to City to cure said breach which includes, for example, evidence of necessary resources, Subcontractor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Contractor must then diligently commence and continue such cure according to the written plan); or

c. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license

or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten (10) days of the date of the notice from City to Contractor demanding such cure; or, if such violation is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) days, Contractor shall provide City within the ten (10) day period with a written plan to cure said violation acceptable to City, and then diligently commence and continue performance of such cure according to the written plan.)

2. If City at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided in paragraph 13.G.A of this Document 00700, City may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which City may advise Contractor of in writing. Contractor shall, within ten (10) days of City's request, deliver a written cure plan which meets the requirements of the written plan deliverable under paragraph 13.G.1.b of this Document 00700. Failure of Contractor to provide such written assurances of performance and the required written plan, within ten Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.
3. In event of termination for cause, City will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 00610 (Construction Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), City may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
4. In the event of termination by City as provided in paragraph 13.G.1 of this Document 00700 for cause:
   a. City will compensate Contractor for the value of the Work delivered to City upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides City with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, City will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.
   b. Contractor shall deliver to City possession of the Work in its then condition including, but not limited to, all designs, engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to

performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this paragraph 13.G.4 shall not be interpreted to diminish any right which City may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with Contract Documents.

c. City's rights under paragraph 13.G.4.b shall be specifically enforceable to the greatest extent permitted by law. City shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document.

5. City may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with a completing contractor as required under Article 6 of this Document 00700.

6. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have the recovery rights specified in paragraph 13.H. Any Contractor claim arising out of a termination for cause, however, shall be made in accordance with Article 12 of this Document 00700. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

H. Termination of Contract For Convenience

1. City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever City shall determine that termination is in City's best interest. Termination shall be effected by City delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.

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

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

   b. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;

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

d. Assign to City in manner, at times, and to extent directed by City, all right, title, and interest of Contractor under orders and subcontracts so terminated. City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City to extent City may require. City's approval or ratification shall be final for purposes of this paragraph 13.H;

f. Transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to City;

g. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that City directs or authorizes, any property of types referred to in paragraph 13.H.2.f of this Document 00700, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by City. Proceeds of transfer or disposition shall be applied to reduce payments to be made by City to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as City may direct;

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

i. Take such action as may be necessary, or as City may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which City has or may acquire interest.

3. After receipt of a notice of termination under paragraph 13.H.1 of this Document 00700, Contractor shall submit to City its termination claim, in form and with all certifications required by Article 12 of this Document 00700. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and City may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this paragraph 13.H. If Contractor and City fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this paragraph 13.H, City's total liability to Contractor by

reason of the termination shall be the total (without duplication of any items) of:

a. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in City's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.

b. A reasonable allowance for profit on cost of Work performed as determined under paragraph 13.H.3.a of this Document 00700, provided that Contractor establishes to City's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.

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

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

e. Except as provided in this paragraph 13.H.3 of this Document 00700, City shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.

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

4. In arriving at the amount due Contractor under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):

a. All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents;
b. Any claim which City may have against Contractor in connection with Contract Documents; and
c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this paragraph 13.H, and not otherwise recovered by or credited to City.

I. Contingent Assignment Of Subcontracts

1. Contractor hereby assigns to City each Subcontract for a portion of the Work, provided that:
   a. The assignment is effective only after City's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to paragraphs 13.G or 13.H of this Document 00700.
   b. The Assignment is effective only for the Subcontracts which City expressly accepts by notifying the Subcontractor in writing;
   c. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00610 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
   d. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in paragraphs 13.G or 13.H of this Document 00700), sign all instruments and take all actions reasonably requested by City to evidence and confirm the effectiveness of the assignment in City; and
   e. Nothing in this paragraph 13.I shall modify or limit any of Contractor's obligations to City arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

J. Remedies and Contract Integration

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

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

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

K. Patents

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless City and each of its officers, employees, consultants (including without limitation Consulting Engineer) and agents, including, but not limited to, the Board and each City's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for

which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

L. Substitution for Patented and Specified Articles

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

M. Interest of Public Officers

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

N. Limit of Liability

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

O. Severability

Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to

such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

14. MODIFICATIONS OF CONTRACT DOCUMENTS

A. Alterations, Modifications And Force Account Work

1. No modification or deviation from the Drawings and Specifications will be permitted except by written Contract Modification.
2. City may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such City-furnished labor, materials, and equipment.
3. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
   a. The Work performed in connection with the change to be made;
   b. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
   c. The extent of the adjustment in the Contract Time, if any.
4. A Change Order will become effective when signed by City. If City exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles 12 and 14 of this Document 00700, then the resulting Change Order shall be effective when signed by City, notwithstanding that Contractor has not signed it.
5. Changes not affecting the Contract Time or Contract Sum of the Work, in City's discretion, may be set forth in a written RFI-Reply executed by City. Execution of such an RFI-Reply constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.
6. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Document 01250 (Modification Procedures), except in cases of emergency discussed in Article 16 of this Document 00700.
7. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Contractor and City may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then City will reach a determination, which shall be

final, subject to Contractor's rights under Article 12 of this Document 00700. In all cases Contractor shall perform the changed Work as directed by City subject to Contractor's rights under Article 12 of this Document 00700.

8. Contractor shall, upon City's request, permit inspection of the original unaltered Bid estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.
9. Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
10. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Document 01250 (Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Document 01250 (Modification Procedures) in order to request, claim or prove compensation for delay.
11. Change Orders in excess of City's approved limit must be approved by the City Council and a performance bond rider covering the changed Work executed before proceeding with the changed Work. Contractor is charged with knowledge of City's approved Change Order limits and procedures in effect at the applicable time.

15. TIME ALLOWANCES

A. Time Allowances For Performance Of Contract Documents

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

case the start date for Contract Time shall be the fifth Day following the mailing date. The total number of Days for completion of the Work under the Contract Documents shall be as provided in Document 00520 (Agreement).

B. Entitlement to Change Of Contract Time

1. The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.
2. The Contract Time will be adjusted in an amount equal to the time lost due to:
   a. Changes in the Work ordered by City;
   b. Acts or neglect by City, Engineer, any City's Representative, utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or
   c. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this paragraph 15.B, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.
3. The Contract Time shall not be extended for any cause identified in paragraph 15.B.2 above, however, unless:
   a. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);
   b. A claim for delay is made as provided herein; and
   c. Contractor submits a Time Impact Evaluation as required under Document 01320 (Progress Schedules and Reports) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.
4. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both City and Contractor (including, but not limited to, adverse weather of all types and acts of other contractors or utilities), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.
5. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed in this paragraph 15.B.5. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters on a monthly basis and Contractor proves that adverse weather actually

caused delays. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring. Rain parameters are as follows, pro-rated in the individual month Contractor starts and finishes Work:
January, 6; February, 6; March, 5; April, 3; May, 1; June, 0; July, 0; August, 0; September, 0; October, 2; November, 4; and December, 5.
In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed .1 of an inch or more at the Livermore, California station, as measured by the National Oceanic & Atmospheric Administration, and Contractor shall prove that the rain actually caused delay as set forth in paragraph 15.B.7 of this Document 00700.

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

C. Notice of Delay

Within seven Days of the beginning of any delay, Contractor shall notify City in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event, and shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Document 01320 (Progress Schedules). City will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph 15.C.

D. Time Extensions and/or Damages Entitlements For Delays

1. Contractor may receive a time extension and be compensated for delays caused directly and solely by City.
2. Contractor may receive a time extension without compensation for delays resulting in whole or in part from causes beyond the reasonable control of Contractor and City, e.g. adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God and epidemics. In such cases, a time extension without compensation shall constitute Contractor's sole and exclusive remedy for such delays.
3. Contractor shall not be entitled to any time extension or compensation including, but not limited to, extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either City or others.
4. Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:
   a. City's right to sequence the Work in a manner which would avoid disruption to City's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; City's enforcement of any government act or regulation; or the provisions of the Contract Documents;
   b. For changed Site conditions that are beyond the parties' contemplation, except that City may approve direct costs associated with unknown conditions (but not costs or damages which result from such delays); and
   c. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by City or its consultants in a reasonable time commensurate with Contract Documents requirements.

E. Liquidated Damages

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

actually sustained by City as defined below , and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

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

16. WORKING CONDITIONS AND PREVAILING WAGES

A. Use of Site/Sanitary Rules

1. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to City's approval.
2. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by City, and shall not unreasonably encumber the premises with construction equipment or other materials or

equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.

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

B. Protection of Work, Persons, Property and Operations

1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by City, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to City's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by City in writing, Contractor shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any existing City facilities or operations.
2. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
3. Contractor shall remedy all damage, injury, loss or interruption to any property or operations referred to in paragraph 16.B.1 of this Document 00700, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly

or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. City and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

4. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
5. City may, at its option, retain such moneys due under the Contract Documents as City deems necessary until any and all suits or claims against Contractor for injury to persons, property or operations shall be settled and City receives satisfactory evidence to that effect.

C. Responsibility For Safety And Health

1. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and City's safety regulations as amended from time to time. Contractor shall comply with all City directions regarding protective clothing and gear.
2. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify City, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
3. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed: City designated routes for ingress and egress thereto and any other City designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

D. Emergencies

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from City, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by City. Contractor shall give City prompt written notice if Contractor believes that any significant changes in Work or variations

from Contract Documents have been caused thereby. If City determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

E. Use Of Roadways And Walkways

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

F. Nondiscrimination

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

G. Prevailing Wages

1. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and City to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
2. Contractor shall forfeit, as a penalty to City, Fifty Dollars ($50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this

paragraph 16.G.2 and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00700 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by City. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

3. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
4. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813.

H. Environmental Controls

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

I. Shoring Safety Plan

1. At least five Days in advance of excavating any trench five feet or more in depth, Contractor shall submit to City a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
2. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. City's acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Contractor of its responsibilities under this paragraph 16.I.

J. Emergency Water Shut-off Plan

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

K. Emergency Sewer By-Pass Plan

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

END OF DOCUMENT

DOCUMENT 0800

SUPPLEMENTARY CONDITIONS

1. SUMMARY

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

2. SUPPLEMENTS

A. Supplement to Paragraph 15 (Time Allowances)

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

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

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

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

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DOCUMENT 0800

SUPPLEMENTARY CONDITIONS

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INSURANCE

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

   $5,000,000 Each occurrence

   $5,000,000 General Aggregate

   $5,000,000 Products/Completed Operations Aggregate

   $5,000,000 Personal Injury

   $5,000,000 Project Aggregate

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office

endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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

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

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

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

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

3. Cancellation.

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

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

effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

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

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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

F. EVIDENCE OF COVERAGE

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

G. EVIDENCE OF COMPLIANCE

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

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

City of Santa Clara Electric Department
c/o EBIX - Insurance Compliance
P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543
Telephone: (951)766-2280; or
Fax: (951)766-2299

H. QUALIFYING INSURERS

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

END OF DOCUMENT

DOCUMENT 0822

APPRENTICESHIP PROGRAM

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

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

   A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;

   B. When the number of apprentices in training in the area exceeds a ratio of one to five;

   C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

   D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

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

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

END OF DOCUMENT

DOCUMENT 0822

APPRENTICESHIP PROGRAM

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DOCUMENT 01100

SUMMARY OF WORK

PART 1 GENERAL

1. SUMMARY

A. Document includes summary of Work including:

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

2. WORK COVERED BY CONTRACT DOCUMENTS

A. Work comprises all required civil, structural and electrical work, including installation of City's furnished equipment along City's Serra – Brokaw 60 kV Transmission Line, Santa Clara, California.

B. Furnish all labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents. The Work includes, but is not necessarily limited to the following items as listed with Section 00400 as Schedule of Bid Prices:

1. **Contractor Mobilization/Demobilization** – This item is to cover all materials, labor, supervision and contractor management of all prime and subcontracted construction forces associated with the mobilization and demobilization of personnel, equipment, and other associated project site appurtenances. Such

appurtenances should include but are not limited to such construction-related temporary facilities as; construction water, sanitary facilities, lay-down yard, job site security, debris control, fire protection, project signage, field office trailers and permit acquisition.

2. **Install/Re-Establish Restorative Landscaping** – Contractor to replace & maintain until self-supporting/propagating all landscaping and/or ancillary landscaping support features (e.g. sprinklers, drip systems, vegetation training and support features, etc.) disrupted, removed and/or damaged as a result of the work associated with this contract. All vegetation damaged and/or removed shall be replaced by like type, size and quantity as that material which was damaged/removed at the contractor's sole expense.
3. **Development & Maintenance of SWPPP and NPDES Plans** - This item is to cover all costs associated with the initial development and continued maintenance of Storm Water Pollution Prevention Plans (SWPPP) and National Pollution Discharge Elimination System (NPDES) plans and submittals for the project.
4. **Installation and Maintenance of SWPPP Best Management Practices** - This item is to include all costs associated with the installation and maintenance of all SWPPP and NPDES "Best Management Practices" in accordance with applicable local, state and federal agency standards and guidelines and project documents.
5. **Install and Maintain Traffic Control** – This item is to cover all materials, labor, supervision, equipment, subcontractor cost, and permitting to; develop, submit and obtain all traffic control approvals and permitting from the City of Santa Clara, install, erect and maintain the traffic control features in accordance with the previously approved City specifications, guidelines and plans as required for the duration of the project.
6. **Replacement work: Transmission Line Insulator Clamps** – The work under this item shall consist of removing the current insulator clamps, cleaning the existing insulators and hardware, and installing City-supplied clamps for the new conductor. Locations and quantities of materials to be replaced are as noted in the project plan documents. Areas where only the clamps are to be replaced are designated on the provided Plan and Profile sheets as well as the Structure Data Sheets.
7. **Replacement work: Transmission Line Insulators** – The work under this item shall consist of removal of the existing suspension insulators from select structures and replacing and installing new City-provided materials. All necessary work associated with the safe and secure temporary support of conductor(s) and/or structures is to be included in this bid item. Areas have been designated on both the Plan and Profile Sheets as well as the Structure Data Sheets.
8. **Replacement work: KPF Air Switch** – The work under this section shall consist of removing the current KPF Air Switch and installing a new City-supplied Load Break Air Switch on the existing wood pole, SB-3. The contractor will be responsible for supplying all equipment and labor to pick up, transport, off-load,

secure and store on site, and prepare, install and terminate all conductors to this switch.

9. **Replacement work: 12 kV Crossarms** – The contractor shall remove existing cross arms and install new City-provided cross arms as well as the corresponding 12 kV hardware noted on the project design documents. This item is to also include the temporary support and transference of the existing distribution cables into place on and permanent connection to, the new hardware.

   The locations, quantities and occurrences for this item are as designated on the design Plan and Profile and Structure Data Sheets.

10. **Demolition and Removal: Wood Transmission Line Poles and Hardware** – This work shall consist of removing any existing hardware from the structure as well as removing the structure fully from the ground. The contractor will also be responsible for removing the pole from the site.

    Poles that are to be removed have been designated on the Plan and Profiles as well as the Structure Data Sheets.

11. **Earthwork: Refilling Holes** – Work under this section shall include the contractor filling the holes left after an existing structure has been removed. The hole shall be refilled with material conforming to the following: All fill in road right of way shall conform to City of Santa Clara Standard Detail ST-19. Fill in all other areas shall utilize native soil which is compacted to 90% maximum relative density at +/- 2% of optimum moisture.

12. **Earthwork: Preparing Ground for Installation of New Transmission Pole** – This work includes clearing and grubbing any vegetation which is expected to interfere with work as denoted on the plans as well as the actual excavation required to accommodate the installation of the new pole. All soil not used in the backfill of the annulus around the new pole installation will be disposed of by the contractor in a manner consistent with local, state and federal guidelines. Prior to the commencement of any clearing or excavation operation, the Contractor shall inform SVP and the City's land owner liaison a minimum of 48 hours in advance of any work at a given location

13. **Installation Work: New Transmission Pole and Hardware** – Work included under this item shall consist of the installation of all city provided cross arms and secondary conductor support features, guying, guy anchors, grounding and bonding materials, insulators, conductor attachment hardware, and the setting in place and backfilling of the pole. The annulus of the excavation shall be backfilled with the appropriate backfill material as specified by the Owner. This backfilled shall be properly tamped.

14. **Transfer: Pole Mounted Transformer** – The contractor shall be responsible for removing the existing transformer from existing pole SB-20 and installing it on the new transmission pole to be set approximately ten (10) feet to the north.

    The contractor work shall include cleaning the exterior of the transformer as well as any associated hardware.

15. **Cut-In and Terminate Distribution Line** - The Contractor will be responsible for installing twenty-five (25) feet of 1/0 from structure #12B-1 to the new structure, SB-20. The new 1/0 will be then be energized from pole #12B-1 and connected to Riser and #4 Tri. to Church. The contractor will then transfer the #4 Tri. servicing the church to the new pole SB-20.

    It is expected that the contractor will closely coordinate and schedule all work associate with this unit of work with the City's electric utility, Silicon Valley Power, prior to any work being performed.

16. **Transfer Existing Distribution Line** – The contractor shall be responsible for transferring the existing distribution conductor to the new hardware any place where a cross arm is replaced.

    This distribution conductor may be energized at times. Coordination between the Contractor and the City's electric utility, Silicon Valley Power, is required prior to any work regarding energized lines.

17. **Re-tension Guy Wires** – The contractor is responsible for checking the tension for the guy wires on the existing transmission structures. Any guy wires not at adequate tension must then be re-tensioned.

    These locations are designated on the Structure Data Sheets.

18. **Re-sag 4/0 Copper Wire** – The contractor is responsible for resagging the 4/0 Copper wire between structures SB-43 and SB-45A. This work includes unclipping, adjusting the current sag appropriately and then reclipping in the existing 4/0 distribution line.

19. **Install new Conductor** – The work under this section shall consist of furnishing all labor, equipment, supervision and incidentals to install the Owner furnished 715 kcmil ACCR conductor and all other materials required for the installation of said conductor. This work shall consist of but is not limited to setting up the pulling sites, setting up the stringing equipment on the structures, pulling the line through, splicing at the appropriate locations (if required), sagging, and clipping in.

    The contractor shall be responsible for providing a 100 ton press, dies and any other miscellaneous material required for this operation as well as the above mentioned operations.

20. **Encroachment Permits** – The contractor is responsible for securing both the Santa Clara County Roads and Airports Department Encroachment Permit and Santa Clara Water District Encroachment Permit. This includes making the application to the Agencies. Owner to provide drawings for permit application and pay actual cost of fees.

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

SUMMARY OF WORK

1. **65' Wood Pole (Excavate and Set)** – This contract unit price paid per pole shall include compensation for furnishing all labor, materials, tools, equipment, and incidentals to properly excavate and set the 65' pole in place.
2. **70' Wood Pole (Excavate and Set)** – This contract unit price paid per pole shall include compensation for furnishing all labor, materials, tools, equipment and incidentals to properly excavate and set the 70' pole in place.
3. **80' Wood Pole (Excavate and Set)** - This contract unit price paid per pole shall include compensation for furnishing all labor, materials, tools, equipment and incidentals to properly excavate and set the 80' pole in place.
4. **12 kV Cross arm (Install)** – This contract unit price paid per cross arm shall include compensation for furnishing all labor, materials, tools, equipment and incidentals for the installation of an additional cross arm provided by the Owner.
5. **Load Break Switch (Install)** – This contract unit price paid per switch shall include compensation for furnishing all labor, materials, tools, equipment and incidentals for the installation of a Load Break Switch to be provided by the Owner.
6. **3-Man Crew (Weekend Work)** – This contract unit price paid per hour shall include compensation for furnishing all labor, materials, tools, equipment, incidentals, and personnel to perform work during the designated weekends. This compensation shall accommodate a 3 man crew.
7. **5-Man Crew (Weekend Work)** – This contract unit price paid per hour shall include compensation for furnishing all labor, materials, tools, equipment, incidentals and personnel to perform work during the designated weekends. This compensation shall accommodate a 5 man crew.
8. **Switching Assist** – This contract unit price paid per occurrence shall include compensation for furnishing all labor, materials, tools, equipment, incidentals and personnel to assist the City's electrical utility, Silicon Valley Power, in the switching operations necessary during construction. This price shall be for four (4) hours of work at a time performed by a three (3) man crew.
9. **Backfill Material** – This contract unit price paid per cubic yard shall include compensation for furnishing all labor, materials, tools, equipment, incidentals and personnel to properly install backfill for newly installed transmission poles.
10. **Transfer Pole Mounted Transformer** – This contract unit price paid per transformer shall include compensation for furnishing all labor, materials, tools, equipment and incidentals for the removal and transfer of a pole mounted transformer from an existing structure to a new structure.

D. Contingency Reserve (NONE)

E. Allowances: (NONE)

F. Alternates: (NONE)

3. WORK UNDER OTHER CONTRACTS

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

4. FUTURE WORK (N/A)

5. WORK SEQUENCE

A. Construct Work in stages and at times to accommodate City operation requirements during the construction period; coordinate construction schedule and operations with City.

B. Contractor acknowledges that shoring may be required to maintain a safe excavation and protect facilities or pipelines, including both existing and recently constructed under this Contract. All expenses for shoring of excavations for construction of basins and pipelines shall be included in the appropriate bid items.

6. WORK DAYS AND HOURS

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

B. Work at the Site on weekends or holidays is not permitted, unless Contractor requests otherwise from City in writing at least 48 hours in advance and City approves in its sole discretion. In the case of Work by Contractor after normal working hours, Contractor shall be responsible for any additional inspection costs incurred by the City. Such costs may be withheld from any succeeding monthly progress payment.

C. Connections to Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from City or the owning utility prior to undertaking connections.

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

7. COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

A. Coordinate with City and any City forces, or other contractors and forces, as required by Document 00700 (General Conditions), paragraph 6.

B. Employ a full time coordinator to constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.

C. Existing utilities and facilities must be kept in continuous operation throughout the construction period except for shutdown times previously agreed upon by City. Scheduling of shutdown times shall be coordinated with City by Contractor in strict accordance with Paragraph 7. Work Days And Hours. Contractor shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.

D. Contractor shall coordinate the construction schedule with the schedule of Silicon Valley Power for normal power service installation.

8. MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.

B. Hazardous substance compliance: Provide City with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.

C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.

D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.

E. Protection: Protect all finished surfaces.

F. Asbestos Removal. If, during the progress of the Work, suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.

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

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

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

9. PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

A. Allow City to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.

B. Possession, use of Work, and placement and installation of equipment by City shall not in any way evidence the completion of the Work or any part of it.

C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from City occupancy.

D. Use and occupancy by City prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by City.

E. Prior to date of Final Acceptance of the Work by City, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700 (General Conditions).

F. Use by City of Work or part thereof as contemplated by this Document 01100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by City of any of the conditions thereof.

G. City may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in paragraph of this Document 01100, if any, prior to substantial completion of all of the Work. Notify City in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request City to issue a Certificate of Substantial Completion for that part of the Work.

10. CONTRACTOR USE OF PREMISES

    A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.

    B. Do not unreasonably encumber Project Site with materials or equipment.

    C. Assume full responsibility for protection and safekeeping of products stored on premises.

    D. Move any stored products that interfere with operations of City or other contractor.

    E. Parking, storage, staging, and work areas shall be coordinated with the City, and comply with all other Contract documents requirements.

11. LINES AND GRADES

    A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.

    B. City shall provide basic horizontal and vertical control points to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.

    C. Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish at its cost competent persons and such tools, stakes, and other materials as City (and/or any Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.

    D. Contractor shall keep City informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by City may be done with minimum inconvenience to City and minimum delay to Contractor.

    E. Contractor shall remove and reconstruct Work which is improperly located.

12. PROTECTION OF EXISTING STRUCTURES AND UTILITIES

    A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other similar items and utilities that are known to City.

B. Contractor shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.

C. Additional utilities whose locations are unknown to City are suspected to exist. Contractor must be alert to their existence. If additional utilities are encountered, Contractor must immediately report to City for disposition.

D. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700 (General Conditions).

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

13. DAMAGE TO EXISTING PROPERTY

A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, City.

B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.

C. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

14. DUST CONTROL

A. Contractor shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:

1. All construction locations with active excavation shall be watered at least twice daily.
2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.
3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.

5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
6. Limit the speed of all construction vehicles to 5 miles per hour while on un-paved roads at the Site.

B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens

15. PARKING

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

16. LAYDOWN/STAGING AREA

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

17. PERMITS

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

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

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

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

18. PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items for each discipline will be provided. If further Site

visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor shall reimburse City for these visits.

19. ACTUAL DAMAGES FOR VIOLATIONS

A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in paragraph 15.5 of Document 00700 (General Conditions), City may incur actual damages resulting from loss of use of any permit described in this Document 01100, or from use in violation of legal or regulatory requirements where the violations result from Contractor's activities.

B. Contractor shall be liable for and shall pay City the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.

C. The amount of liquidated damages provided in paragraph 15.5 of Document 00700 is not intended to include, nor does the amount include, any damages incurred by City for reasons other those listed in that paragraph. Any money due or to become due to Contractor may be retained by City to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, City shall have the right to recover the balance from Contractor or its sureties.

20. UNFAVORABLE CONSTRUCTION CONDITIONS

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

21. WORK AT SERRA - BROKAW

The project includes modifications of or additions to existing Serra - Brokaw facilities. It is imperative that existing facilities continue to operate, in compliance with permit requirements, throughout the duration of contract work. The Contractor shall carry out construction activities in a manner that does not disrupt Serra – Brokaw operations.

Contractor shall schedule all construction activities that affect the operation of the facilities with City. The Contractor shall provide all labor, equipment, and materials required to maintain the permitted operation on a temporary basis whenever usual Serra - Brokaw activities must be interrupted by work on this project. Any temporary operating arrangement shall comply with the Owner's permit requirements. Any violation of these requirements may result in fines or other costs to the City. The Contractor shall be responsible for any and all costs, including attorneys' fees, incurred as a result of any violation or threatened violation of permit requirements where the violation or threatened

violation arises out of or in connection with Contractor's construction activities. This remedy is in addition to any other remedy existing under this contract.

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

Contractor shall take a video and have a City representative present prior to any work beginning for record keeping purposes. Contractor is also required to utilize FR 2 clothing per requirements of the State of California as well as OSHA.

22. CONSTRUCTION SITE ACCESS

Contractor shall at all times limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through the stabilized construction entrance, at the location indicated on the Drawings. Access for construction personnel shall be limited to 7:00 a.m. to 5:00 p.m. local time.

23. SPECIFICATION DATA SHEETS AND SCHEDULES

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

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

24. SITE ADMINISTRATION

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

PART 2 PRODUCTS

1. PRODUCTS ORDERED IN ADVANCE (N/A)

2. CITY-FURNISHED PRODUCTS

   A. City's Responsibilities:

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

   B. Contractor's Responsibilities:

      1. Review City-reviewed Shop Drawings, Product Data, and Samples.
      2. Receive and unload products at site; inspect for completeness or damage jointly with City.
      3. Handle, store, install, and finish products.
      4. Repair or replace items damaged after receipt.
      5. Install into Project per Contract Documents.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01200

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1. SUMMARY

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

2. REFERENCES

A. California Public Contract Code

B. Code of Civil Procedures

C. Government Code

3. SCOPE OF WORK

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

4. DETERMINATION OF QUANTITIES

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

5. SCOPE OF PAYMENT

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

performance and completion of said work, including all incidental work necessary for completion of the Work.

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

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

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

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

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

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

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

6. BASIS OF PAYMENT

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

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

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

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

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

7. PROGRESS PAYMENTS

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

B. Schedule of Values.

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

C. Payment Requests

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

6. If City requires substantiating data, Contractor shall submit information requested by City, with cover letter identifying Project, payment request number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy Payment request submitted.
7. Monthly progress payments shall be made, based on total value of activities completed or partially completed, as determined by City with participation of Contractor, and based upon approved activity costs. Accumulated retainage will be shown as separate item in payment summary. If Contractor fails or refuses to participate in construction progress evaluation with City, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information for City.

D. Progress Payments

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

retention), or in a lesser amount of so provided in the Contract Documents, provided that payments may at any time be withheld if, in the judgment of the City, Work is not proceeding in accordance with contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.

6. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. City also may elect in its sole discretion to pay progress payments by join check to Contractor and each Subcontractor having an interest in that progress payment in such amount.
7. City reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of City, is not adequately and properly protected against weather and/or damage, prior to or following incorporation into the Work.
8. Granting of progress payment or payments by City, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material through unsatisfactory character of work or material may have been apparent or detected at time payment was made.

   When City shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by City from amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover City's charges against it, City shall have the right to recover the balance from Contractor or Sureties.

   The City will not reduce the 5% retention until the City issues the Certificate of Substantial Completion in accordance with Document 01770 – Project Closeout, Paragraph 1.03. The City reserves the right to maintain the 5% retention after the Certificate of Substantial Completion is issued if the Contractor is not complying with the requirements of the Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.

8. SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

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

A. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest

bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such monies to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.

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

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

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

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

9. FINAL PAYMENT

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

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

C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment and as a condition precedent to final payment, Document 00650 – Agreement and Release of any and All Claims, discharging City, its officers, agents, employees and consultants of an from liabilities, obligations, and claims arising under Contract Documents.

10. EFFECT OF PAYMENT

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

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

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

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

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

11. CONTINGENCY RESERVE

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

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

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

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

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

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DOCUMENT 01200

MEASUREMENT AND PAYMENT

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DOCUMENT 01250

MODIFICATION PROCEDURE

PART 1 GENERAL

1. SUMMARY

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

B. Related documents

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

2. GENERAL

A. Any change in scope of work or deviation from Contract Documents, including without limitation extra work, or alterations or additions to or deductions from the original work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.

B. Only Contractor or City may initiate changes in scope of Work, or deviation from Contract Documents.

1. Contractor may initiate changes by submitting Requests For Information (RFI)
   a. RFI's shall be submitted to seek clarification of Contract Documents.
   b. Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00700, General Conditions.
   c. Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00700, General Conditions.

C. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation. Contractor shall be responsible for both City and its Engineer's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by City; at City's discretion, such costs may be deducted from progress payments or final payment.

1. City may initiate changes in the Work or Contract Times by issuing a Request for Proposal (RFP) or a Field Instruction (FI) to Contractor. Such RFPs or FIs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Times from Contractor.
2. City may also by Field Instruction, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted

accordingly. A Field Instruction shall be used in the absence of total agreement on the terms of a Change Order.
City may also, by Construction Change Directive (CCD), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by City only.

3. PROCEDURE

A. Cost Proposal and Procedures: Whenever Contractor is required in this Document 01250 to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to City for consideration a Cost Proposal using the form attached to this Document 01250. All Cost Proposals must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in paragraphs 1.4 and 1.5 of this Document 01250. After receipt of a Cost Proposal with a detailed breakdown, City will act promptly thereon.

B. If City accepts a Cost Proposal, City will prepare Change Order for City and Contractor signatures.

1. If Cost Proposal is not acceptable to City because it does not agree with cost and/or time included in Cost Proposal, City will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Document 01250, Contractor shall have seven Days in which to respond to City with a revised Cost Proposal.
2. When necessity to proceed with a change does not allow the City sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), City may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed
3. Request for Information: Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, Contractor may prepare and deliver an RFI to City. Contractor shall use RFI format provided by City. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for

time delay or interruption to the Work resulting from any delay in responding to the RFI.

4. City will respond within seven Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
5. If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.
6. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to City clarifying original RFI. Additionally, City may return RFI requesting additional information should original RFI be inadequate in describing condition.
7. If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify City in writing within seven Days after receiving the response. If City disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within 30 days. If City agrees with Contractor, then Contractor must submit a Cost Proposal within 21 Days of receiving the response to the RFI. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

C. Differing Site Conditions – Procedure

Contractor shall submit Requests for Information to resolve problems regarding differing site conditions encountered in the execution of the Work. Procedures in Paragraph 13.D of Document 00700 General Conditions shall be followed. If City determines that a change in Contract Sum or contract Times is justified, City shall issue a Field Instruction.

D. Hazardous Waste Conditions – Procedure

Contractor shall submit Requests for Information to resolve problems regarding hazardous materials encountered in the execution of the Work. Procedures in Paragraph 13.E of Document 00700 General Conditions shall be followed. If City determines that a change in Contract Sum or contract Times is justified, City shall issue a Field Instruction.

E. Supplemental Instruction – Procedure.

City may issue Supplemental Instructions to Contractor using the Field Instruction form. Contractor shall not proceed with Supplemental Instruction until one of the two following conditions has been met.

1. If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Times, then the Contractor shall initial the Field Instruction containing the Supplemental Instruction, and Contractor shall procedure with the work outlined in the Field Instruction without a Change Order.
2. If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Times, Contractor shall submit a Cost Proposal to City, referencing the related Field Instruction Number. City may then deny request for change, cancel Supplemental Instruction, review the Cost Proposal following the procedures above, or issue a Change Order.

F. Construction Change Directives

1. If at any time City believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, City may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to City's CCD within 10 Days.
   Contractor's response must be any one of following:
   a. Return CCD signed, thereby accepting City's response, time and cost.

   b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if City so requests.
   c. Give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim with 30 days.
2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
   a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
   b. Unit prices stated in the Contract Documents or subsequently agreed upon.
   c. Cost to be determined in a manner agreed.
3. CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
4. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by City on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim per Article 12 of Document 00700 (General

Conditions). Contractor shall keep and present, in such form as City may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraph of this Document 01250.

5. Pending final determination of cost to City, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to City for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by City. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

G. City Requested RFP – Procedure

1. City Requested RFP: Contractor shall furnish a Cost Proposal within 21 Business Days of City's RFP. Upon approval of RFP, City will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, City may either issue a CCD or decide the issue per Article 12 of Document 00700 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.
2. Differing Site Conditions: Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to paragraph 13.4 of Document 00700 (General Conditions), which shall govern. If City determines that a change in Contract Sum or Contract Time is justified, City will issue RFP or CCD.
3. Hazardous Waste Conditions: Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to paragraph 13.5 of Document 00700 (General Conditions), which shall govern. If City determines that a change in Contract Sum or Contract Time is justified, City will issue RFP or CCD.

H. Field Instruction – Procedure

Unless otherwise direct, upon receipt of a Field Instruction, Contractor shall promptly proceed with the change in the work involved and advise City of Contractor's agreement or disagreement with the method, if any, provided in the Field Instruction for determining the proposed adjustment in the Contract Sum or Contract Time.

1. If the Field Instruction provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
b. Unit prices stated in the Contract Documents or subsequently agreed upon
c. On a not to exceed amount, which shall be expended based on time and material records of the work prepared and submitted each day by the Contractor to the City in conformance with the Force Account procedures outline in Paragraph 1.06 of this Specification 01250. These record sheets shall itemize all work performed on the Field Instruction work scope. All time and material records must be signed by the City's field representative indicating their agreement that the claimed work occurred. The signature of the City's field representative on the time and material record sheets does not constitute City agreement that the listed work is a contract change or that it is eligible for extra payment.
d. Cost to be determined in a manner agreed.

2. A Field Instruction signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
3. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by City on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance or overhead and profit. If the parties still do not agree on the price for a Field Instruction, Contractor may file a claim per Paragraph 12 of Document 00700 General Conditions. Contractor shall keep and present, in such form as City may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.04 and 1.05 below.
4. Pending final determination of cost to City, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to City for a deletion or change, which results in a net decrease in the Contract Sum, shall be actual net cost as confirmed by City. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
5. When both additions and credits are included in a Field Instruction, RFP or any request for additional compensation by Contractor, the Contractor's or Subcontractor's cost estimate shall first calculate the net add or deletion of the changed work before multiplying the quantity of work by the unit cost of the labor, material or equipment.

I. All Changes

Documentation of Change in Contract Sum and Contract Time

1. Contractor shall maintain detailed records of work done on a time and material basis.
2. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
3. Contractor shall, on request, provide additional data to support computations for:
   a. Quantities of products, materials, labor and equipment.
   b. Taxes, insurance and bonds.
   c. Overhead and profit.
   d. Justification for any change in Contract Time and new update of Baseline Schedule showing revision due, if any.
   e. Credit for deletions from Contract, similarly documented.
4. Contractor shall support each claim for additional costs, and for work done on a cost and percentage basis, with additional information including:
   a. Credit for deletions from Contract, similarly documented.
   b. Origin and date of claim.
   c. Dates and times work was performed and by whom.
   d. Time records and wage rates paid.
   e. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

J. Correlation of Subcontractor Submittals

1. Contractor will revise Schedule of Values and Application for Payment forms to record each authorized Change Order or Field Instruction as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
2. Contractor shall revise the Baseline Schedule updates prior to the next monthly pay period.
3. Contractor shall enter changes in Project Records and Documents prior to the next monthly pay period.

K. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.

4. COST DETERMINATION

A. Total cost of extra work or of work omitted shall be the sum of labor costs, material costs, equipment rental costs and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra work, whether calculating Cost Proposals, Change Orders or Field Instructions, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or

negligence. Contractor may recover no other costs arising out of or connected with the performance of extra work, of any nature. No special, incidental or consequential damages may be claimed or recovered against City, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

B. Overhead and Profit:

1. Overhead shall be as defined in Paragraph 1.08 of this Document 01250.
2. Overhead and profit on labor for extra work shall be 15 percent (15%).
3. Overhead and profit on materials for extra work shall be 15 percent (15%).
4. Overhead and profit on equipment rental for extra work shall be 10 percent (10%).
5. When extra a first tier subcontractor performs work, Contractor shall receive a 5 percent (5%) markup on subcontractors' total costs of extra work. First tier subcontractor's overhead and profit on its work shall not exceed 15 percent (15%).
6. When extra work is performed by a lower tier subcontractor, Contractor shall receive a maximum total markup of 5 percent (5%) and the first tier subcontractor shall receive a maximum total of five percent (5%) on the lower tier subcontractors' total costs of extra work, which shall not include overhead and profit that exceeds 15 percent (15%).
7. Notwithstanding the foregoing, in no case shall the total overhead, profit and markup on any extra work exceed twenty-five percent (25%) of the direct cost, notwithstanding the actual number of contract tiers.
8. On proposals covering both increases and decreases in Contract Sum, overhead, profit and commission shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed.
9. The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

C. Taxes, Bonds & Insurance:

1. City of Santa Clara and County of Santa Clara Sales Taxes should be included.
2. Federal and Excise Taxes shall not be included.
3. The Contractor's Bond and Insurance costs on first tier subcontractors shall be shown separately and applied to the work by first tier subcontractors and is not included in the 5% markup limitations, nor included in the 15% limitation for the Contractor. The Contractor must provide written support documentation to justify any bond and insurance costs, but these costs shall not exceed 1.75% for the Contractor. Bond and Insurance Costs for any tier subcontractor are included in the markup limitations for overhead and profit.

D. Owner Operated Equipment

When owner-operated equipment is used to perform extra work, Contractor will be paid for equipment and operator as follows:

1. Payment for equipment will be made in accordance with Paragraph 1.05.C of this Document 01250.
2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of work, whether or not owner-operator is actually covered by such an agreement.

E. Accord and Satisfaction

Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00700 no later than 30 days of Contractor's first written notice of its intent to reserve rights.

5. COST BREAKDOWN

A. Labor - Contractor will be paid cost of labor for workers (including working forepersons when authorized by City) used in actual and direct performance of extra work. Labor rate, whether employer is Contractor, subcontractor or other forces, will be sum of following:

1. Actual Base Wages - Actual base wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation and similar purposes as depicted in the Union Wage Rate Recap (Base Wage) included in the Caltrans Labor Surcharge and Equipment Rental Rates, Current Construction Costs.
2. Labor Surcharge - Payments imposed by local, county, state and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in subparagraph 1 above, such as taxes and insurance. The Labor Surcharge is set forth in Caltrans Labor Surcharge and Equipment Rental Rates, which is in effect on date upon which extra work is accomplished, and is incorporated herein by reference as though fully set forth herein.

B. Material - The City will only pay for materials furnished by Contractor and necessarily used in performance of extra work. Cost of such materials will be

cost, including sales tax, to purchaser (Contractor, subcontractor or other forces) from supplier thereof, except as the following are applicable:

1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to City notwithstanding fact that such discount may not have been taken.
2. For materials salvaged upon completion of extra work, salvage value of materials shall be deducted from cost, less discounts, of materials.
3. If cost of a material is, in opinion of City, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in subparagraph 1 above.

C. Equipment Rental

For Contractor or subcontractor-owned equipment, payment will be made at rental rates listed for equipment in the most recent addition of Caltrans Labor Surcharge and Equipment Rental Rates, which is in effect on date upon which extra work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication or having a replacement value of two hundred dollars ($200) or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra work being performed or on standby as approved by City. The following shall be used in computing rental time of equipment:
   a. When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be one-half (1/2) hour of operation.
   b. When daily rates are listed, less than four (4) hours of operation shall be considered to be one-half (1/2) day of operation.
2. For equipment that must be brought to Site to be used exclusively on extra work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

a. City will pay for costs of loading and unloading equipment.
b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
d. Payment for transporting and loading and unloading equipment as above provided will not be made if equipment is used on Work in any other way than upon extra work.

3. Rental period shall begin at time equipment is unloaded at Site of extra work and terminate at end of day on which City directs Contractor to discontinue use of equipment. Excluding Saturdays, Sundays, and legal holidays, unless equipment is used to perform extra work on such days, rental time to be paid per day shall be four (4) hours for zero (0) hours of operation, six (6) hours for four (4) hours of operation and eight (8) hours for eight (8) hours of operation, time being prorated between these parameters. Hours to be paid for equipment, which is operated less than eight (8) hours due to breakdowns, shall not exceed eight (8) less number of hours equipment is inoperative due to breakdowns.

D. Work Performed by Special Forces or Other Special Services

When City and Contractor, by agreement, determine that special service or item of extra work cannot be performed by forces of Contractor or those of any first tier or lower subcontractors, service or extra work item may be performed by specialist. Invoices for service or item of extra work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra work performed in such facility may, by agreement, be accepted as a specialist billing. City must be notified in advance of all off-site work. To specialist invoice price, less credit to City for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent (15%) in lieu of overhead and profit provided in Paragraph 1.04.B of this Document 01250.

6. FORCE-ACCOUNT

A. If it is impracticable because of nature of work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by City. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.04 and 1.05 of this Document 01250.

B. Force-Account Work shall be used when it is not possible or practical to price out the changed work prior to the start of that work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between City and Contractor have broken apart and a bilateral agreement on the value of the changed work cannot be reached. City may approve other uses of Force-Account Work.

C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City each day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding work day as required herein. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.

D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City when seventy-five percent (75%) of the not-to-exceed amount has been expended.

E. Force-Account Work shall be paid as extra work under this Document. Above described methods of determining payment for work and materials shall not apply to performance of work or furnishings of material, which, in judgment of City, may properly be classified under items for which prices are established in Contract Documents.

7. CITY FURNISHED MATERIALS

City reserves right to furnish materials, as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

8. OVERHEAD DEFINED

A. The following constitutes charges that are deemed included in overhead for all contract modifications, including Force-Account Work, and work required by Field Instructions, whether incurred by Contractor, subcontractors, or suppliers:

1. Drawings: field drawings, sketches, etc. including submissions of drawings
2. Routine field inspection of work proposed
3. General Superintendence

4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary
5. Computer services
6. Reproduction services
7. Salaries of project engineer, superintendent, timekeeper, storekeeper and administrative assistants, secretaries
8. Janitorial services
9. Temporary on-site facilities
   a. Offices
   b. Telephones
   c. Plumbing
   d. Electrical: Power, lighting
   e. Platforms
   f. Fencing, etc.
   g. Water
10. Home office expenses.
11. Subcontractor Insurance and Bond Premiums/Costs.
12. Procurement and use of vehicles and fuel used coincidentally in base bid work.
13. Surveying
14. Estimating
15. Protection of work
16. Handling and disposal fees
17. Small tools and equipment valued at less than $200.
18. Consumables and attrition
19. Cartage and Vertical transportation (Elevators, Vertical Resource Lifts, etc.)
20. Trucking within 50 miles of the Project Site
21. Parking expenses of any field labor, foreman, office personnel and superintendents
22. Employee truck and gas expenses
23. Cleanup as a result of change order work
24. Final cleanup
25. Other incidental work

9. RECORDS AND CERTIFICATION

A. Force-Account (cost reimbursement) charges shall be recorded daily upon Cost Breakdown for Contract Modification Form. Contractor or authorized representative shall complete and sign form. Contract Modification Form shall provide names and classifications of workers and hours worked by each, itemize materials used, and also list size type and identification number of equipment, and hours operated, and shall indicate work done by specialists.

B. No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialists charges. No payment

for Field Instruction Work shall be made until negotiations have been completed and the subsequent Change Order issued.

C. City shall have the right to audit all records in possession of Contractor or first tier subcontractors or lower tier subcontractors relating to activities covered by Contractor's claims for modification of Contract, including Force-Account Work and Field Instruction Work, as set forth in Document 0700 General Conditions.

D. Further, City shall have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of City shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTIONS

Not used.

DOCUMENT 01250

MODIFICATION PROCEDURE

To: City of Santa Clara

This Cost Proposal is in response to the above referenced form

Brief description of change(s):

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

By: _____
Contractor

Signature: _____ Date: _____

END OF DOCUMENT

DOCUMENT 01315

PROJECT MEETINGS

PART 1 GENERAL

1. SUMMARY

A. This document describes the required project meetings for this Work. These meetings include:

1. Preconstruction Conference.
2. Initial Contract Schedule Review Meeting.
3. Weekly Progress Meetings.
4. Progress Schedule and Billing Meetings.
5. Special Meetings.
6. Safety Meetings
7. Utility Coordination Meetings

B. Related Documents.

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

2. PRECONSTRUCTION CONFERENCE

A. City will call for and administer Preconstruction Conference at time and place to be announced. Conference will occur as soon after award as can be reasonably scheduled.

B. Contractor, all subcontractors, and major suppliers shall attend Preconstruction Conference.

C. Agenda will include, but not be limited to, the following items.

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

D. City will distribute copies of minutes to attendees. Attendees shall have 7 days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of conference.

3. INITIAL CONTRACT SCHEDULE REVIEW MEETINGS

A. Contractor shall meet with the City after the Award of Contract and before the Notice to Proceed and review Contractor's draft Shop Drawing and Sample Submittal Schedule, draft Schedule of Values, and Draft Initial Contract Schedule.

B. Authorized representative in Contractor's organization, designated in writing, that will be responsible for working and coordinating with City relative to preparation and maintenance of schedules shall attend initial review meeting.

C. Contractor shall meet as required in Document 01320 to review the schedule requirements and provide schedules in compliance with Specification Document 01320.

1. Contractor shall have its construction manager, general site superintendent, scheduler, and key subcontractor representatives, as required by City, in attendance. The meeting will take place over a continuous one-day period.
2. City's review will be limited to submittal's conformance to Contract Documents requirements, including, but not limited to, coordination requirements. City's review may also include:
   a. Clarifications of Contract Requirements.
   b. Directions to include activities and information missing from submittal.
   c. Requests to Contractor to clarify its schedule.
3. After the Schedule Review Meeting, Contractor shall respond in writing in accordance with the requirements of Specification Document 01320 to all questions and comments expressed by City at the Meeting.

D. City will administer scheduling meetings and shall distribute minutes of scheduling meetings to attendees by posting said meetings on the project website. Attendees shall have 7 calendar days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of conference.

4. WEEKLY PROGRESS MEETINGS

A. City will schedule and administer Weekly Progress Meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by City.

1. Meetings shall be held at City Construction Manager's on-site office, unless otherwise directed by City.

2. The meeting minutes will be the agenda for the subsequent progress meeting.
3. A City representative will preside at meeting.
4. The City will distribute minutes to Contractor by email . Minutes will constitute final memorialization of results of meeting.

B. The Contractor's construction manager, general site superintendent, major subcontractors and suppliers, City, Engineer, and others as appropriate shall attend progress meetings to review and discuss agenda items.

C. Agenda will contain the following items as appropriate:

1. Review, revise and necessary, and approve previous meeting minutes
2. Review of work progress since last meeting
3. Status of Construction Work Schedule, delivery schedules, adjustments
4. Submittal, RFI, Field Instructions and Change Order status
5. Other items affecting progress of work
6. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents

5. PROGRESS SCHEDULE AND BILLING MEETINGS

A. A meeting will be held once each month in accordance to Specification Documents 01200 and 01320 to review the schedule update submittal and progress payment application. The Contractor shall provide the required schedules and progress payment information prior to the meeting in accordance Specification Document 01200 and 01320.

1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; time impact evaluations for change orders and time extension request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated contractor delays.
2. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's Construction Manager, General Superintendent and Scheduler shall attend these meetings.
3. Contractor shall plan on the meeting taking no less than four (4) hours.

6. SPECIAL MEETINGS

A. Special meetings may be called by any party by notifying all desired participants and City 5 days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.

B. At any time during the progress of Work, City shall have authority to require the Contractor to attend meetings with any or all of the subcontractors engaged in

Work or contractors in other work, and notice of such meetings shall be duly observed and complied with by Contractor.

C. Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Division 0 through 17 of the Contract Specifications. Contractor shall give City written notice of coordination meetings within 5 calendar days. Participation by representatives of the City is optional. Contractor shall maintain and distribute minutes of coordination meetings to all attendees and the City. Attendees shall have 7 days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

D. Contractor shall schedule pre-construction meetings before the Contractor or its subcontractors commence any type of new work in the field. The City shall be notified in writing 2 workdays in advance of all pre-construction meetings. At a minimum, the purpose of these meetings is to review plans, specifications and reviewed submittals before new work commences to facilitate the completion of work in accordance with the Contract Documents. The City's Construction Manager and the Engineer shall be invited to attend these meetings and the Contractor shall be responsible for presiding at these meeting, as well as preparing and distributing meeting minutes within 3 work days of each meeting.

7. SAFETY MEETINGS

A. Contractor shall conduct monthly Contractor Safety Committee meetings.

B. Contractor shall conduct weekly toolbox safety talks.

8. UTILITY COORDINATION MEETINGS

A. Contractor shall plan, coordinate and schedule meetings with all utility companies and City forces installing utilities. The City's Construction Manager and the Engineer shall be invited to attend these meetings and the Contractor shall be responsible for presiding at these meeting, as well as preparing and distributing meeting minutes within 3 work days of each meeting. Additional requirements regarding the coordination and scheduling of utility work by others is included, but not limited to, Specification Document 01100, Summary of Work, the Contract General Conditions and the Contract Drawings.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTIONS

Not used.

END OF DOCUMENT

DOCUMENT 01320

PROGRESS SCHEDULES & REPORTS

PART 1 GENERAL

1. SUMMARY

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

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

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

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

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

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

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

2. GENERAL

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

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

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

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

E. A schedule showing the Work completed in less than the Contract Time, which has been accepted by City, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both City and Contractor.

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

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

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

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

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

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

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

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

3. INITIAL AND ORIGINAL PROGRESS SCHEDULE

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

B. Initial Schedule must indicate detailed plan for the Work to be completed in first 30 Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 30 Days in summary form.

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

D. All Schedules shall be time-scaled.

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

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

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

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

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

4. SCHEDULE FORMAT AND LEVEL OF DETAIL

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

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

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

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

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

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

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

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

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

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

5. MONTHLY SCHEDULE UPDATE SUBMITTALS

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

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

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

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

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

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

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

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

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

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

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

6. SCHEDULE REVISIONS

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

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

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

D. If City does not accept Contractor's revision, and Contractor disagrees with City's position, Contractor has seven Days from receipt of City's letter rejecting the

revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven Days of City's written rejection of a schedule revision shall be contractually interpreted as acceptance of City's position, and Contractor waives its rights to subsequently dispute or file a claim regarding City's position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, Contractor's sole right shall be to file a claim as provided in Document 00700 (General Conditions), Article 12. At City's discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

7. RECOVERY SCHEDULE

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

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

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

8. TIME IMPACT EVALUATION FOR CHANGE ORDERS AND OTHER DELAYS

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

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

C. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount City allows, and Contractor may submit a claim for additional time claimed by Contractor as provided in Document 00700 (General Conditions).

9. TIME EXTENSIONS

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

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

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

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

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

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

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

10. PROJECT STATUS REPORTING

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

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

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

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

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

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

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

g. Status of major material and equipment procurement.

h. Any delays encountered during reporting period.

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

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

k. Explain all variances and mitigation measures.

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

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

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

DOCUMENT 01320

PROGRESS SCHEDULES & REPORTS

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01320

PROGRESS SCHEDULES & REPORTS

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DOCUMENT 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1. SUMMARY

A. This document describes general requirements for submittals for the Work:

1. Procedures
2. Schedule of Shop Drawing and Sample Submittals
3. Safety Plan
4. Progress Schedule
5. Product Data
6. Shop drawings
7. Samples
8. Coordination Drawings (Optional If Applicable)
9. Quality Control Submittals
   a. Design Data
   b. Test Reports
   c. Certificates
   d. Manufacturers' Instructions
   e. Material Safety Data Sheets
10. Machine Inventory Sheets
11. Operations and Maintenance Manuals
12. Computer Programs
13. Project Record Documents

B. Related Documents

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

2. PROCEDURES

A. Submit at Contractor's expense, PDF, Schedule of Shop Drawing and Sample Submittals, Safety Plans, Coordination Drawings, Traffic Plan, Contract Schedules, Product Data, Shop Drawings, Samples, Storm Water Pollution Prevention Plan, Quality Control Data, Machine Inventory Sheets, Operations and Maintenance Manuals, Computer Programs, and Project Record Documents Seismic Submittal Review Forms, where specified in Division 2 through 16. Forms are attached at the end of this Document 01330, required by the Contract Documents. Submit these submittals simultaneously to City at the Site and to the Engineer at their office for review in accordance with accepted schedule of Shop Drawings and Samples submittals.

B. Transmit each PDF with a submittal cover and a single transmittal form provided by City. Identify Project; Contractor, subcontractor, major supplier, pertinent drawing sheet and detail number, and specification document number as appropriate. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this project. Submittals shall be submitted based on each technical specification document. Submittals containing information about more than one specification document will be returned for resubmittal. Submittals shall include all information requested by each specification document. (No partial submittals.) Incomplete submittals will be returned without review. Provide a log number and reference to Specifications Document and/or Plan sheets and details, for each submittal for ease of identification of submittal, in the format required by the City provided submittal transmittal form. If the Contractor fails to provide the required information the submittal will be returned as incomplete without review. The Contractor shall include in its Initial Contract Schedule and subsequent Baseline Schedule updates at least twenty-one (21) calendar days for the review of shop drawings. The City reserves the right to increase the review period for selected shop drawings and other submittals, which will be communicated at the time of the City's review of the Contractor's Initial Contract Schedule. Submittals which require finishes or colors to be selected by the Engineer will be held and reviewed together after all related materials have been submitted.

C. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show the materials and equipment Contractor proposes to provide and to enable City review of the information for the limited purposes specified below. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as may be required to enable to review of the submittal. The number of each Sample to be submitted shall be three unless otherwise specified in the Specifications.

D. At the time of each submission, Contractor shall give City specific written notice of all variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the submittal transmittal form, and the information shall also be noted on the submittal cover sheet. In addition, Contractor shall cause a specific notation to be made on each Shop Drawing and Sample submitted for review of each such variation. If City accepts deviation, City shall note its acceptance on the returned submittal transmittal form and, if necessary, issue appropriate Contract Modification.

E. Submittal coordination and verification is responsibility of Contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Before submitting each Shop Drawing or Sample, Contractor shall have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents, and shall have determined and verified:

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto.
2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
3. All information relative to Contractor's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

F. Contractor's submission to City of a Shop Drawing or Sample submittal will constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Contractor's review and approval of that submittal.

G. Designation of work "by others", if shown in submittals, shall mean that work will be responsibility of Contractor rather than subcontractor or supplier who has prepared submittals.

H. After review by City or Engineer of each of Contractor's submittals, one set of submittals will be returned to Contractor with actions defined as follows:

1. REVIEWED- Reviewed subject to contract requirements and its compatibility with future submittals for portions of the work not covered in this submittal. Does not constitute approval of deletion of specified or required items unless specifically noted in Submittal.
2. REVIEWED AS NOTED (NO RESUBMISSIONS REQUIRED) -."Reviewed subject to making corrections noted and to contract requirements..." Reviewed subject to contract requirements and its compatibility with future submittals for portions of the work not covered in this submittal. Does not constitute approval of deletion of specified or required items unless specifically noted in Submittal.
3. REVISE AND RESUBMIT – Significant comments or complexity that must be resolved by Contractor, and resubmitted for subsequent review by City, before work can proceed. .
4. REJECTED - RESUBMIT - Submitted material does not conform to Plans and Specifications in major respect. Resubmit in conformance with Contract Documents.

I. Contractor shall make a complete and acceptable submittal (i.e. a submittal receiving a reviewed or reviewed as noted status) at least by second submission. City reserves the right to deduct monies from payments due Contractor to cover additional costs of review beyond the second submission. Illegible submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if following the second submittal, which City determines falls within categories 3 or 4 above, the Contractor does not provide a subsequent re-submittal that obtains a category 1 or 2 review by the City or Engineer.

J. Favorable review will not constitute acceptance by City of any responsibility for the accuracy, dimensions, or coordination and completeness of the submittals. Accuracy, dimensions, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to backcheck comments, corrections, and modifications from City's review before fabrication. Contractor, subcontractors, or suppliers may prepare submittals, but Contractor shall ascertain that submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. City's review will be only to determine if the items covered by the submittals conform to the information given in the Contract Documents and if they are compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by City, or any officer or employee thereof, and Contractor shall have no claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so reviewed. Favorable review shall be considered to mean merely that City has no objection to Contractor using, upon his own full responsibility, the plan or method of work proposed, or materials and equipment proposed.

K. City's review does not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review of separate item's does not indicate review of the assembly in which the item functions.

L. Submit complete initial submittal for those items where required by individual specification Documents. Complete submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in technical specifications, include motor data and seismic anchorage certifications, where required, and include necessary revisions required for equipment other than that used for the basis of the design. If Contractor submits incomplete initial submittal, submittal may be returned to Contractor without review.

M. It shall be Contractor's responsibility to copy, conform and distribute reviewed submittals in sufficient numbers for Contractor's files, subcontractors and vendors.

N. After City's review of submittal, revise as noted and resubmit if required. Identify changes made since previous submittal.

1. Fabrication or work that requires a resubmittal is not allowed until the resubmittal is received as approved by the Contractor. Contractor proceeds at his risks for work and materials which have not been accepted as meeting contract documents.

O. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

P. All shop drawings and submittals shall be number identified by Contractor, prior to submission to City, in accordance with the following:

1. Contractor shall number each submittal according to the specification document and sequentially within the specification document as the basis for number identification of all shop drawings and submittals.
2. Include the submittal number under which each submittal is made on a submittal cover sheet, the form for which will be provided by City, attached to: every copy of each shop drawing, product data, sample, certification, O & M manual, etc.
3. If the submittal is a resubmittal (including without limitation after an initial submittal is rejected, returned not reviewed or marked revise as noted and resubmit), add the suffix designation "-R1" Subsequent re-submittals must be identified by the submittal number followed by "-R" and a sequential number (i.e.: "-R1", "-R2", "-R3", etc.).
4. All submittals shall include all information requested by each specification document. No partial submittals will be accepted unless previously authorized by the City. In the event a partial submittal is authorized, each partial submittal (as opposed to resubmittal) shall be given a suffix letter (i.e. 14240A, 14240B, etc.).
5. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.

Q. Submission Requirements

1. Schedule submissions to provide for at least two complete review cycles before dates so as to cause no delay and to allow adequate time for review, re-submittal and re-review, taking into account complexity of each submittal and inter-relatedness with other submittals reviewed submittals will be needed, to avoid impact to the project schedule.
2. Shop Drawings: The Contractor shall submit a PDF of shop drawings to the City's Field Office at the Site and to the Engineer's office in Santa Clara. The City will return a PDF of the reviewed copy to the Contractor.
3. Submittals: The Contractor shall a PDF of each submittal to the City's Field Office at the Site and a PDF to the Engineer's office in Santa Clara. The City will return a PDF of the reviewed copy to the Contractor.
4. Samples: The Contractor shall submit two (2) samples of each product or finish to the City's Field Office at the Site and three (3) samples to the Engineer's office in Santa Clara. The City will return two samples to the Contractor.
5. If Contractor desires more copies of reviewed submittals, then Contractor shall either submit additional copies or make copies from the returned submittals. Submittals requiring resubmission will require the same quantity and distribution as an initial submittal.
6. Accompany submittals with submittal cover form attached to each copy of each submittal.
7. Initial Submittal of Installation, Operation, and Maintenance Manuals shall be 45 Days after the date Submittals that pertain to the applicable portion

of the Installation, Operation, and Maintenance Manual is satisfactorily reviewed.

8. The following table lists the number of initial Submittals required from Contractor for each type of submission, to whom Contractor shall distribute the information, and City's distribution of reviewed submissions. If Contractor needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

   a. Accompany Submittals with Submittal transmittal form, in duplicate, containing:
      i. Date, revision date, and Submittal log number.
      ii. Project name and City's Contract number.
      iii. Contractor's name, address, and job number.
      iv. Specification Document number clearly identified.
      v. The quantity of Shop Drawings, Product Data, or Samples submitted.
      vi. Notification of deviations from Contract Documents.
      vii. Materials Safety Data Sheet (MSDS) for each item complying with OSHA's Hazard Communication Standard 29 CFR 1910.1200.
      viii. Other pertinent data.
   b. Submittal shall include:
      i. Date and revision dates.
      ii. Revisions, if any, identified.
      iii. Project Name and Contract number.
      iv. The names of:
         1. Contractor, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.
      v. Identification of product material by location within the Project.
      vi. Relation to adjacent structure or materials.
      vii. Field dimensions, clearly identified as such.
      viii. Specification Document number and applicable detail reference number on the Drawings.
      ix. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.
      x. A blank space, on each Drawing or data sheet, 5" x 4" for the City's stamp.
      xi. Identification of deviations from Contract Documents.
      xii. Contractor's stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents.

R. Resubmission requirements:

1. Shop Drawings:
   a. Revise initial Shop Drawings or package as required and re-submit.
   b. Indicate on Shop Drawings any changes, which have been made other than those, requested by Engineer.
2. Product Data and Samples: Submit new Data and Samples as required for initial submittals.
3. Installation, Operation, and Maintenance Manuals:
   a. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.
4. Number of resubmissions:
   a. One reexamination of Contractor's Submittals that have been returned for correction or replacement will be included in City's budget. Any additional reexamination of Contractor's Submittals will be considered additional scope services to be paid by Contractor through City. Contractor shall pay City (or City may deduct from any progress or final payment), for engineering personnel, on an hourly basis at 2.5 times direct payroll expenses, and for consultant personnel time at 1.25 times the amount billed City.

3. SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS

A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Document 00700 General Conditions. Submit a PDF of final and accepted schedule of submittals of shop drawings and samples as required by Document 00700 General Conditions, and in no event later than ten (10) calendar days following Notice of Proceed.

B. Schedule of Shop Drawing and Sample Submittals will be used by City to schedule their activities relating to review of submittals. Schedule of submittals shall support the approved Initial Contract Schedule logic and indicate a spreading out of submittals and early submittals of long lead-time items and of items that require extensive review.

C. Schedule of Shop Drawing and Sample Submittals shall be reviewed by City and shall be revised and resubmitted until accepted by City.

D. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Identify on the submittal which submittals should be reviewed together. The City may delay return of interrelated submittals when review is dependent on other submittals not yet received. The review period of such groups shall begin with the date of submission of the last member of the group and run for 21 calendar days.

4. SAFETY PROGRAM

   A. Submit two (2) copies of Safety Program specific to these Contract Documents to City within the time set forth in Specification 1540, Paragraph 1.05.

5. PROGRESS SCHEDULE

   A. Progress Schedule

      1. See Document 01320 (Progress Schedules and Reports) for schedule and report requirements. Document 01320 shall control in any conflict with Document 01330.
      2. Submit one reproducible and three print copies of schedule at each of the following times:
         a. Initial Progress Schedule at the Preconstruction Conference.
         b. Original Schedule within 20 Days of the Notice to Proceed date.
         c. Adjustments to the Schedule as required.
         d. Schedule updates monthly, seven Days prior to monthly progress meeting.
      3. Submit four copies of the reports listed in Document 01320 (Progress Schedules and Reports) with:
         a. Initial Schedule
         b. Original Schedule
         c. Each monthly Schedule update
      4 Progress Schedules and Reports shall be submitted on CD-ROM, using software described in paragraph 1.4E of Document 01320, in addition to hard copies specified in this paragraph 0. Electronic files shall be complete copies, including all programs and electronic coding

6. PRODUCT DATA

   A. Within twenty-one (21) calendar days after Start Date of the Contract Times submit two (2) copies of complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by specification document number.

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

   C. Product or Catalog Data:

      1. Manufacturers standard drawings shall be modified to delete non-applicable data or include applicable data.
      2. Manufacturers catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data shall be:
         a. Mark each copy to identify pertinent materials, products, or models.
         b. Show dimensions and clearances required; performance characteristics and capacities, wiring diagrams and controls. Include applicable MSDS

D. Supplemental Data:
   1. Submit number of copies that Contractor requires, plus two copies that will be retained by City.
   2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data, to provide information unique to Project.
   3. Provide copies for Project Record Documents described in Document 01770 (Contract Closeout).

7. SHOP DRAWINGS

A. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.

B. For 8-1/2 inch by 11 inch and 11 inch by 17-inch sheets, see Paragraph 1.02Q in this Document for number of required copies.

C. For 17 inch by 22 inch through 34 inch by 44-inch sheets, see Paragraph 1.02Q in this Document for number of required copies.

D. Original sheet or reproducible transparency will be marked with City's review comments and returned to Contractor. See Paragraph 1.02Q in this Document for the number of copies returned to Contractor.

E. Mark each copy to identify applicable Products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.

F. Include manufacturers' installation instructions when required by specification document.

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

H. Contractor shall be responsible for procuring copies of shop drawing for its own use as he may require for the progress of the work.

I. Shop drawings shall be drawn to scale and completely dimensioned, giving plan together with such documents as are necessary to clearly show construction detail and methods.

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

8. SAMPLES

A. Submit full range of manufacturers' standard colors, textures, and patterns for City and/or Engineer's selection.

B. Submit samples to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate submittal of different Categories for interfacing work.

C. Include identification on each sample, giving full information.

D. Where no color is indicated in the drawings or specifications the Contractor shall submit manufacturer's standard physical color samples. Except for painted finishes, manufacturers color samples must be actual material samples. No printed or photographic color reproductions will be accepted.

E. The City Construction Manager may select up to 3 colors from specified sample ranges. The Contractor will then be required to submit larger scale samples to the City Construction Manager and install the submitted colors into the on-site Mock-Ups. For all interior finishes supply a minimum of 5 samples, one to be retained by the City on site and 4 to be sent to the City Construction Manager. Samples shall be as follows:

1. Paint – 8" x 10" samples painted on Masonite in specified paint type and finish (with suitable prime coats installed).
2. Flat or sheet products: minimum of 12" x 12" square, maximum 24" x 24" square – unless larger area is required to show full pattern.
3. Linear products 12" minimum
4. Bulk products: Minimum 1 pint, maximum 1 gallon.

F. Full size samples may be used in Work upon approval, unless otherwise noted.

G. Field Samples and Mock-ups (as applicable):

1. Erect field samples and mock-ups at Project site in accordance with requirements of Specification Documents.
2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Engineer and/or City.
3. Approved field samples and mock-ups may be used in Work upon approval, unless otherwise noted.
4. Construct or prepare as many additional Samples as may be required, as directed by the City Construction Manager, until desired textures, finishes, and/or colors are obtained.
5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.

H. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.

I. Finishes, materials, and workmanship in the completed building shall match accepted Samples.

9. QUALITY CONTROL SUBMITTALS

A. Design Data: N/A

B. Test Reports: Provide three (3) paper copies and one (1) PDF copy to the City for their records.

1. Indicate that material or product conforms to or exceeds specified requirements.
2. Reports may be from recent or previous tests on material or product, but must be acceptable to City. Comply with requirements of each individual Specification Document.

C. Certificates: Submit three (3) copies of certificates for the City's records.

1. Indicate that material or product conforms to or exceeds specified requirements.
2. Submit supporting reference data, affidavits, and certifications as appropriate.
3. Certificates may be recent or from previous test results on material or product, but must be acceptable to City.

D. Manufacturers' Instructions: Submit three (3) paper copies and one (1) PDF copy for the City's records.

1. Include manufacturer's printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
2. Identify conflicts between manufacturer's instructions and Contract Documents.

E. Material Safety Data Sheets: Contractor shall provide City with three (3) copies of Material Safety Data Sheets (MSDS) for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual documents of this Specification or as otherwise specified in the Contract Documents.

MSDS required for a submittal must be submitted with product date in order for the submittal to be reviewed

F. OPERATIONS AND MAINTENANCE MANUALS

1. Installation, Operations, and Maintenance Manuals
2. Sheet Size: 8½ x 11 inch
3. Submit two (2) paper copies and one (1) PDF copy.

4. Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
5. Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.
6. Multiple Items: Multiple items may be combined into one binder; tab each document with plastic-coated dividers.
7. Page Protectors: Provide plastic sheet lifters prior to first page and following last page.
8. Binder title: Include the following title on front and spine of binder:

SERRA-BROKAW RE-CONDUCTORING
CONTRACT #2116A

9. Contents:
   a. Introductory Information:
      i. Title page providing the same information as paragraph 0 above
      ii. Contractor's name, address, and telephone number
      iii. Table of Contents
   b. Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Documents:
      i. Equipment function, normal operating characteristics, limiting operations.
      ii. Assembly, disassembly, installation, alignment, adjustment, and checking instructions.
      iii. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
      iv. Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.
      v. Guide to "troubleshooting."
      vi. Parts list and predicted life of parts subject to wear.
      vii. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.
      viii. Test data and performance curves.
      ix. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
      x. Copies of parts lists or other documents packed with equipment when delivered.
      xi. Instrumentation or tag numbers relating the equipment back to the Contract Documents.

xii. Preventive maintenance instructions
xiii. Cleaning instructions
xiv. Safety precautions
xv. Trouble shooting procedures
xvi. Theory of operation to discrete component level
xvii. Schematic diagrams, flow diagrams, wiring diagrams, logic diagrams, etc., to discrete component level
xviii. Parts lists showing all discrete components with part number, current prices and availability
xix. List of replaceable supplies; paper, ink, ribbon, etc., with part numbers, current prices and availability
xx. Recommended levels of spare parts and supplies to keep on hand
xxi. Manufacturers' service and maintenance technical manuals
xxii. Names, addresses and telephone numbers of service and repair firms for the equipment

c. Index

H. Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by City, deliver nine additional hard copies and one electronic media format copy of the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. The City utilizes a PDF format for records-keeping and facilitating maintenance functions. The PDF file must be searchable and indexed.

I. Electronic Media Format: Compatible with Microsoft® Word 2000 for Windows, AutoCAD 2005 for Windows in drawing format (.DWG), or Adobe (.PDF) unless directed otherwise by City. All files shall be delivered on a unique CD-ROM.

J. Draft Submittal: The Draft Submittal of Installation, Operation, and Maintenance Manuals shall be submitted to City prior to equipment startup.

K. Operations and maintenance manuals shall include the following as appropriate.

L. Manuals shall be the same as are used by manufacturers' authorized technicians to completely service and repair the equipment.

10. COMPUTER PROGRAMS

When any equipment requires operation by computer programs, submit copy of program on appropriate diskette, plus a hard copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows 2000 compatible. Provide required licenses to City at no additional cost.

11. PROJECT RECORD DOCUMENTS

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

12. DELAY OF SUBMITTALS

Delay of submittals by Contractor is considered avoidable delay. Liquidated damages incurred because of late submittals will be assessed to Contractor.

13. OPTIONAL REVIEW MEETING

A. At the Contractor's request, in order to facilitate the timeliness of the review process, the City may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply.

B. Request a meeting date with the City at least 10 Business Days in advance.

C. Provide the complete package of Submittal information at least 5 Business Days in advance of the meeting.

D. The meeting shall take place at City's office. City will provide the authorized staff to review and respond on the Submittal information during the meeting.

E. Make available for this meeting the job superintendent and/or foreman, Contractor's safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

TRANSMITTAL SHEETS FOLLOW THIS PAGE

DOCUMENT 01330

SUBMITTAL PROCEDURES

EXHIBIT A

SUBMITTAL TRANSMITTAL NO. _____

PROJECT NAME: SERRA-BROKAW 60KV RE-CONDUCTORING			Date Received:
City of Santa Clara, a chartered Municipal Corporation of the State of California 1500 Warburton Avenue Santa Clara, CA 95050			Checked By:
Contractor:			Log Page:
Address:	Address:		
			Specification Document Number:
Attention:	Attention:	1st Submittal ☐	Resubmittal ☐
Date Transmitted:	Previous Transmittal Date:		

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

Remarks

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

A – No Exceptions Taken

D – City's review not required

SUBMITTAL PROCEDURES

B – Make Corrections Noted (No Resubmission Required)

C.– Make Corrections Noted and Resubmit

D – Not Approved

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

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

Comment _____

_____

_____

_____
By Date

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

SUBMITTAL PROCEDURES

EXHIBIT B

INSTALLATION, OPERATION, AND MAINTENANCE MANUAL TRANSMITTAL NO. _____

PROJECT NAME: SERRA-BROKAW 60KV RE-CONDUCTORING		Date Received:	
City of Santa Clara, a chartered Municipal Corporation of the State of California 1500 Warburton Avenue Santa Clara, CA 95050		Checked By:	
Contractor:		Log Page:	
Address:	Address:		
		Specification Document Number:	
Attention:	Attention:	1st Submittal ☐	Resubmittal ☐
Date Transmitted:	Previous Transmittal Date:		

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

Remarks

SUBMITTAL PROCEDURES

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

A – No exceptions taken

B – Make Corrections Noted (No Resubmission Required)

C. – Make Corrections Noted and Resubmit

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

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

C – (continued)

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

Comments: _____

_____

_____

_____
By Date

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

END OF DOCUMENT

DOCUMENT 01350

SPECIAL PROCEDURES

PART 1 GENERAL

1. SUMMARY

A. Document Includes:

1. Cultural resources.
2. Hazardous materials/waste.
3. Tree protection.

2. DEFINITIONS (N/A)

3. SUBMITTALS

A. See Document 01330 (Submittal Procedures).

B. Name and address of the selected treatment, recycling, or disposal facilities for contaminated soil disposal.

C. Non-hazardous waste manifests.

D. Facility weight tickets.

4. CULTURAL RESOURCES

A. If cultural resources are encountered during construction of the Project, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify City immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for City to evaluate the nature and significance of the find, and implement appropriate management procedures.

B. In the event that prehistoric human remains are encountered, ground-disturbing activities at that location shall cease immediately. Contractor shall notify City immediately upon encountering human remains. Contractor shall be prepared to move on to another location or phase of Work to allow the City to notify the proper authorities and assess management of the situation.

C. Contractor shall not be entitled to any increase in Contract Sum due to conditions described in this paragraph 1.4 of this Document 01350. City may, if it believes appropriate in its sole discretion, grant an extension of Contract Time.

5. HAZARDOUS MATERIALS/WASTE

A. Comply with Sections 5163 through 5167 of the *General Industry Safety Orders (California Code of Regulations, Title 8)* to protect the Site from being contaminated by the accidental release of any hazardous materials and/or waste.

B. If Contractor encounters subsurface contamination, the following provisions and precautionary measures shall be implemented during construction:

1. Contractor's personnel shall be alert for and immediately report to City any detectable chemical odors, unusual debris, or discolored soil.
2. Should the discovery of contaminants cause delay to Contractor's operations, extension of Contract Time will be granted by City in accordance with Document 00700 (General Conditions). Contractor will not be entitled to damages or additional payment due to such delay.
3. If hazardous materials are encountered, they shall be handled in accordance with applicable local, state, and federal regulations which may include: (1) CCR Title 8, Division 4, Chapter 4, Section 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR, Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land).

C. Disposal requirements: Soils containing hazardous materials shall be disposed by Contractor at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.

D. Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above shall be the responsibility of Contractor.

E. Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to City.

F. Dewatering: Construct, operate and maintain as required to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source.

G. Storage tank: Provide a minimum 2,500-gallon double-walled water storage tank on Site for the duration of the Work. If more storage capacity is needed, provide additional storage tanks on Site.

H. Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethylbenzene, and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water. Laboratory chemical analysis reports associated with the water samples shall be provided to City.

Removal of dewatering equipment: After having served their purpose, all protective works, including the temporary water storage tank(s) and dewatering pumps, shall be decontaminated and removed from the Site. Contractor is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

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DOCUMENT 01410

REGULATORY REQUIREMENTS

PART 1 GENERAL

1. SUMMARY

This document includes regulatory requirements applicable to Contract Documents.

Specific reference in the specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency at the date of submission of bids unless the document referenced is shown dated.

Should any conditions develop not covered by the Contract Documents wherein the finished work will not comply with current codes, a change order detailing and specifying the required work shall be submitted to and approved by the Engineer before proceeding with the Work.

2. REFERENCES TO REGULATORY REQUIREMENTS

A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with their requirements. The listing of applicable codes, laws and regulations for hazardous waste abatement work in this Document 01410 is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these specifications, the most stringent requirements shall be used.

B. Conform to referenced codes, laws, ordinances, rules and regulations.

C. Precedence:

1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
2. Where Plans or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Plans and Specifications shall take precedence so long as such increase is legal.
3. Where no requirements are identified on Plans or in Specifications, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

REGULATORY REQUIREMENTS

3. CODES

Codes that apply to Contract Documents include, but are not limited to, the following:

A. Cal. Building Code (Part 2, Title 24, C.C.R., including, without means of limitation, sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)

B. Cal. Electrical Code (Part 3, Title 24, C.C.R.)

C. Cal. Mechanical Code (Part 4, Title 24, C.C.R.)

D. Cal. Plumbing Code (Part 5, Title 24, C.C.R),

E. State Elevator Safety Regulations (Part 7, Title 24, C.C.R.)

F. UBC

G. UPC

H. UMC

I. NEC

4. LAWS, ORDINANCES, RULES AND REGULATIONS

A. During prosecution of Work to be done under Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

B. Federal

1. Americans With Disabilities Act of 1990 CADAI
2. 29 CFR, Section 1910.1001, Asbestos
3. 40 CFR, Subpart M, National Emission Standards for Asbestos
4. Executive Order 11246
5. Federal Endangered Species Act
6. Clean Water Act

C. State of California

1. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
2. California Public Contract Code
3. California Health and Safety Code
4. California Government Code
5. California Labor Code
6. California Civil Code
7. California Code of Civil Procedure

8 CPUC General Order 95, Rules for Overhead Electric Line Construction
9. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
10. California Occupational Safety and Health Administration (Cal OSHA)
11. Occupational Safety and Health Administration (OSHA): Hazard Communications Standards.
12. California Endangered Species Act
13. Water Code
14. Fish and Game Code

D. State of California Agencies

1. State and Consumer Services Agency
2. Office of the State Fire Marshall
3. Office of Statewide Health Planning and Development
4. California Regional Quality Control Board, San Francisco Bay Region.
   a) Contractor shall oversee site compliance with the Storm Water Pollution Prevention Plan attached to the end of this Document.
5. San Francisco Bay Regional Water Quality Control Board

E. Local Agencies:

1. Bay Area Air Quality Management District
2. City of Santa Clara
3. County of Santa Clara
4. Santa Clara County Water District
5. Peninsula Corridor Joint Powers Board/CalTrain/Amtrack

F. Other Requirements:

1. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
2. References on Plans or in Specifications to "code" or "building code" not otherwise identified shall mean the codes specified above, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.

G. Maintain a copy of each of the above documents in Contractor's field office. The City's Construction Management staff shall have access to these documents for their reference.

H. Other Applicable Laws, Ordinances and Regulations:

1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of Federal, State and local governmental agencies and jurisdictions having authority over the Project.
2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
3. Where such laws, ordinances rules and regulations require more care or

greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to the execution date of the Agreement.

I. Under California Government Code Section 930.2 et. seq. and Public Contract Code Section 7105(d)(2), neither the Contract Claims Procedure (Document 00700, Article 12) nor the Change Order Procedure (Document 01250) may be modified, waived, or otherwise not complied with, absent a written change order that explicitly and expressly makes such modifications.

5. CONFLICTS

A. Between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.

B. Between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

6. REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

A. The California Public Contracts Code specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

For the purposes of this document, "CLAIM" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by City. In order to qualify as a CLAIM, the written demand must state that it is a claim submitted under Paragraph 12 of Document 00700 General Conditions and be submitted in compliance with all requirements of Paragraph 12 of Document 00700 General Conditions. Separate claims which total more than $375,000 do not qualify as a "separate demand of $375,000 or less", as referenced above, and are not subject to this document.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim under the Contract. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract by submitting a separate claim in compliance with Contract Documents claim submission requirements.

CAUTION: This document does not apply to tort claims and nothing in this document is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

B. PROCEDURE

1. The CLAIM must be in writing, submitted in compliance with all requirements of Paragraph 12 of Document 00700 General Conditions, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the CLAIM, pursuant to Paragraph 12.C of Document 00700 General Conditions. CLAIMS must be filed on or before the day of final payment. Nothing in this document is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Paragraph 12 of Document 00700 General Conditions or elsewhere in the Contract Documents.
2. For CLAIMS of fifty thousand dollars ($50,000) or less
   a. City shall respond in writing within 45 days of receipt of the CLAIM, or
   b. City may request in writing within 30 days of receipt of the CLAIM, any additional documentation supporting the CLAIM or relating to any defenses or claims City may have against Claimant.
      i. If additional information is thereafter required, it shall be requested and provided in accordance with this document, upon mutual agreement of City and Claimant.
      ii. City's written response to the CLAIM, as further documented, shall be submitted to Claimant within 15 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
      iii. For CLAIMS over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000:
         1) City shall respond in writing within 60 days of receipt of the CLAIM, or
         2). City may request in writing within 30 days of receipt of the CLAIM, any additional documentation supporting the CLAIM or relating to any defenses or claims City may have against Claimant.
            a) If additional information is thereafter required, it shall be requested and provided in accordance with this document, upon mutual agreement of County and Claimant;
            b) City written response to the CLAIM, as further documented, shall be submitted to Claimant within 30 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
      vi. Meet and Confer
         1) If Claimant disputes City written response, or City fails to respond within the time prescribed above,

Claimant shall notify City, in writing, either 15 days of receipt of City response or within 15 days of City failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand City will schedule a meet and confer conference within 30 days for settlement of the dispute.

2) Following the meet and confer conference, if the CLAIM or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits his or her written claim as set forth at Paragraph 12.B.2 of Document 00700 General Conditions, until the time that CLAIM is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

7. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of this Agreement.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01411

REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIALS

PART 1 GENERAL

1. SUMMARY

A. This document includes regulatory requirements applicable to Work in connection with hazardous waste abatement and disposal, including, but not limited to, asbestos and asbestos containing materials, lead based paint, polychlorinated biphenyls, petroleum contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.

B. This document supplements Document 01410 Regulatory Requirements and the work specific listings of applicable regulatory requirements elsewhere in the specifications.

C. Related Documents.

1. Document 01410: Regulatory Requirements.

2. REFERENCES TO REGULATORY REQUIREMENTS

A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in Contract Documents. Codes, laws, ordinances, rules and regulations are not furnished to Contractor because Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be used.

B. Contractor's work shall conform to all applicable codes, laws, ordinances, rules and regulations that are in effect on date of contracting.

3. LAWS, ORDINANCES, RULES AND REGULATIONS

A. During prosecution of Work under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, those listed below.

B. Federal:

1. Statutory Requirements:
   a. Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*
   b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*

c. Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 *et seq.*
d. Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801 *et seq.*
e. Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*
f. Safe Drinking Water Act, 42 U.S.C. §§3001 *et seq.*
g. Clean Air Act, section 112, 42 U.S.C. §7412
h. Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 *et seq.*
i. Underground Storage Tank Law, 42 U.S.C. §§6991 *et seq.*
j. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*

2. Environmental Protection Agency (EPA):
   a. 40 C.F.R. Parts 260, 264, 265, 268, 270
   b. 40 C.F.R. Parts 258 *et seq.*
   c. 40 C.F.R. Part 761
   d. 40 C.F.R. Parts 122-124
3. Occupational Safety and Health Administration (OSHA):
   a. OSHA Worker Protection Standards, Title 29 CFR Part 1926.58, Construction Standards and 29 CFR 1910.1001 General Industry Standard
   b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos
   c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
   d. National Emission Standard for Hazardous Air Pollutants, Title 40 CFR Part 61
   e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763
4. Department of Transportation:
   a. Title 49 C.F.R. 173.1090
   b. Title 49 C.F.R. 172
   c. Title 49 C.F.R. 173
   d. DOT, HM 181 and MH126f

C. State of California Requirements:

1. Statutory Law:
   a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code §§25300 *et seq.*
   b. Health and Safety Code § 25359.4
   c. Hazardous Waste Control Law, Health & Safety Code §§25100 *et seq.*
   d. Porter Cologne Water Quality Control Act, Water Code §§13000 *et seq.*
   e. Health and Safety Code §§25915-25924
   f. Cal. Labor Code Chapter 6, including, without limitation, §§ 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080
   g. Business and Professions Code, including without limitation,

§§7058.5, 7065.01, 7118.5.

h. Underground Storage of Hazardous Substance Act, Health & Safety Code §§25280 *et seq.*

i. Petroleum Underground Storage Tank Cleanup, Health and Safety Code §§25299.10 *et seq.*

j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code §§25249.5 *et seq.* (Proposition 65)

k. Above Ground Petroleum Storage Act, Health and Safety Code §§ 25270 *et seq.*

l. Hazardous Materials Release Response Plans and Inventory, Health and Safety Code Chapter 6.95.

2. Administrative Code and Regulations:

a. Title 22 C.C.R. Division 4.5, Environmental Health Standards for the Management of Hazardous Waste § 6600 *et seq.*

b. Cal OSHA Worker Protection Standards, Title 8 C.C.R. §§1529, 5208

3. Other Agency Requirements:

a. Bay Area Air Quality Management District, Fugitive Dust Rules

D. Local Agency Requirements:

1. City of Santa Clara Fire Department
2. City of Santa Clara Ordinances
3. County of Santa Clara Ordinances

E. See document 00700

4. PERMITS

A. Contractor shall comply with, implement and acknowledge effectiveness of all the permits applicable to Work, and initiate and cooperate in securing all required notifications or approvals therefore, including but not limited to permits affecting environmental work.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

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DOCUMENT 01420

REFERENCES AND DEFINITIONS

PART 1 GENERAL

1. SUMMARY

A. This document includes reference standards, abbreviations, symbols and definitions used in Contract Documents.

B. Full titles and edition dates are given in this document for standards cited in other documents of Specifications.

C. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.

D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor, because manufacturers and trades involved are assumed to be familiar with their requirements.

2. REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES:

A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any supplier, Contractor shall report it in writing at once by submitting a Request for Information to City, with a copy to Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by City.

C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, Construction Change Directive, Field Instruction or supplemental instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or

instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of City, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to City, Engineer, or any of their consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

D. Contractor shall comply with the applicable portions of standards and specifications published by the technical societies, institutions, associates and governmental agencies referred to in Specifications.

1. Comply with referenced standards and specifications; latest revision in effect at the time the Agreement is executed, unless otherwise identified by date.
   a. Exception: Comply with issues in effect as listed in governing legal requirements.

E. Referenced Grades Classes and Types: Where an alternative or optional grade, class or type of product or execution is included in a reference but is not identified in Plans or in Specifications, provide the highest, best and greatest of the alternatives or options for the intended use and prevailing conditions.

F. Jobsite Copies:

1. Contractor shall obtain and maintain at the Site copies of reference standards identified on Plans and in Specifications in order to properly execute the Work. The City's Construction Management staff shall have access to these reference standards for their use at the Site.
2. At a minimum, the following shall be readily available at the site:
   a. Model Codes: Uniform Building Code (UBC), Uniform Fire Code (UFC), Uniform Mechanical Code (UMC), Uniform Plumbing Code (UPC), NFPA 70-National Electric Code (NEC) and NFPA 101-Life Safety Code, including applicable amendments for jurisdiction in which Project is located.
   b. State Codes: California Code of Regulations, Division of Industrial Safety regulations.
   c. Safety Codes: State of California, Division of Industrial Safety regulations.
   d. General Standards: UBC Standards, other model code standards,

UL Building Products Listing, FM Approval Guide and ASTM Standards in Building Codes.

e. Fire and Life Safety Standards: All referenced standards pertaining to fire rated construction and exiting.

f. Common Materials Standards: American Concrete Institute (ACI), American Institute of Steel Construction (AISC), American Welding Society (AWS), Gypsum Association (GA), National Fire Protection Association (NFPA), Tile Council of America (TCA) and Woodwork Institute of California (WIC) standards to the extent referenced within the Specifications.

g. Research Reports: ICBO Research Reports and CABO National Evaluation Service Reports (NER) for all products used.

G. Edition Date of References:

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of the Agreement.
2. All amendments, changes, errata and supplements as of the effective date shall be included.

H. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision or amendment. It is presumed that Contractor is familiar with and has access to these nationally-and industry-recognized specifications and standards.

3. STANDARDS

A. ACI (American Concrete Institute)
Standard 318, Building Code Requirements for Reinforced Concrete

B. AISC (American Institute of Steel Construction
Specifications and Code of Standard Practice for Steel Buildings and Bridges

C. ANSI (American National Standards Institute, formerly American Standards Association)

Standard C2, NESC (National Electrical Safety Code)

D. ASTM (American Society for Testing and Materials)

1. C31, Making and Curing Concrete Test Specimens in the Field
2. C42, Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
3. C143, Test Method for Slump of Portland Cement Concrete

E. IAPMO (International Association of Plumbing and Mechanical Officials)

1. UMC (Uniform Mechanical Code)
2. UPC (Uniform Plumbing Code)

The minimum building standards applicable to public schools are set forth in Parts 4 (California Mechanical Code) and 5 (California Plumbing Code)

F. ICBO (International Conference of Building Officials)

1. UBC (Uniform Building Code)
   The minimum building standards applicable to public schools are set forth in Parts 2 (California Building Code), 3 (California Electrical Code), 4 (California Mechanical Code), 5 (California Plumbing Code) and 7 (State Elevator Safety Regulations)
2. UBC Standard 26-8, Welding Reinforcing Steel, Sheet Metal inserts and Connections in Reinforced Concrete Construction
3. UBC Standard 26-10, Concrete Tests
4. UFC (Uniform Fire Code)

G. NEMA (National Electric Manufacturer's Association)

1. WC 26/EEMAC 201 Binational Wire and Cable Packaging
2. WC 53/ICEA T-27-581 (2000) Standard Test Methods for Extruded Dielectric Power, Control, Instrumentation and Portable Cables for Test

H. NFPA (National Fire Protection Association)

1. Pamphlet 1, Fire Prevention Code
2. Pamphlet 13, Sprinkler Systems, Installation
3. Pamphlet 24, Private Fire Service Mains
4. Pamphlet 70, NEC (National Electric Code)
5. Pamphlet 71, Signaling Systems, Central Station
6. Pamphlet 80, Fire Doors and Windows
7. Pamphlet 101, Life Safety Code

I. UL (Underwriters' Laboratories, Inc.)

4. ABBREVIATIONS

A. Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

1.	AA	Aluminum Association
2.	AABC	Associated Air Balance Council
3.	AAMA	Architectural Aluminum Manufacturers Association
4.	AAP	Affirmative Action Program

REFERENCES AND DEFINITIONS

5.	AASHTO	American Association of State Highway and Transportation Officials
6.	ABMA	American Boiler Manufacturers Association
7.	ABPA	American Board Products Association
8.	ACI	American Concrete Institute
9.	AED	Association of Equipment Distributors
10.	AGA	American Gas Association
11.	AISC	American Institute of Steel Construction
12.	AISI	American Iron and Steel Institute
13.	AITC	American Institute of Timber Construction
14.	ANSI	American National Standards Institute (formerly American Standards Association)
15.	AMCA	Air Moving and Conditioning Association, Inc.
16.	ANSI	American National Standards Institute
17.	APA	American Plywood Association
18.	ARI	Air Conditioning and Refrigeration Institute
19.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
20.	ASI	Architect's Supplemental Instructions
21.	ASME	American Society of Mechanical Engineers
22.	ASTM	American Society for Testing and Materials
23.	AWCI	Association of the Wall and Ceiling Industries
24.	AWPA	American Wood Preserves Association
25.	AWPB	American Wood Preservers Bureau
26.	AWS	American Welding Society
27.	AWWA	American Water Works Association
28.	BIL	Basic Insulation Level
29.	Cal/OSHA	California Occupational Safety and Health Administration
30.	CalTrans	State of California, Department of Transportation
31.	CBC	California Building Code
32.	CCD	Construction Change Directive
33.	CCR	California Code of Regulations
34.	CEC	California Electric Code
35.	CFR	Code of Federal Regulations
36.	CISPI	Cast Iron Soil Pipe Institute
37.	CLMFI	Chain Link Manufacturers Institute
38.	CMC	California Mechanical Code
39.	CO	Change Order
40.	CPC	California Plumbing Code
41.	CPM	Critical Path Method
42.	CPUC	California Public Utilities Commission
43.	CRA	California Redwood Association
44.	CRSI	Concrete Reinforcing Steel Institute
45.	CS	Commercial Standards, U.S. Department of Commerce
46.	CSA	Canadian Standards Association
47.	CTI	Ceramic Tile Institute
48.	DSA	Division of State Architect (formerly known as the Office of

		the State Architect)
49.	DHI	Door and Hardware Institute
50.	EPA	Environmental Protection Agency
51.	FGMA	Flat Glass Marketing Association
52.	FM	Factory Mutual
53.	FS	Federal Specifications
54.	GA	Gypsum Association
55.	HPMA	Hardwood Plywood Manufacturers Association
56.	HVAC	Heating, Ventilating and Air Conditioning
57.	IACS	International Annealed Copper Standards
58.	IAPMO	International Association of Plumbing and Mechanical Officials
59.	ICBO	International Conference of Building Officials
60.	ICEA	Insulated Cable Engineers Association
61.	I.D.	Identification
62.	IEEE	Institute of Electrical and Electronic Engineers, Inc.
63.	IES	Illuminating Engineering Society
64.	ISA	Instrumentation Society of America
65.	JATC	Joint Apprenticeship Training Committee
66.	JV	Joint Venture
67.	kW	Kilowatt
68.	LBE	Local Business Enterprise
69.	MBE	Minority Business Enterprise
70.	M.I.	Middle Initial
71.	MIA	Masonry Institute of America
72.	MIA	Marble Institute of America
73.	ml	milliliter
74.	MLSFA	Metal Lath/Steel Framing Association
75.	mm	millimeter
76.	MS	Military Specifications
77.	MDS	Material Safety Data Sheet
78.	MSS	Manufacturers Standardization Society of the Valve & Fitting Industry
79.	M/WBE	Minority and Woman-Owned Business Enterprise
80.	NAAMM	National Association of Architectural Manufacturers
81.	NACE	National Association of Corrosion Engineers
82.	NBS	National Bureau of Standards
83.	NEC	National Electric Code
84.	NEMA	National Electric Manufacturer's Association
85.	NESC	National Electrical Safety Code
86.	NFPA	National Fire Protection Association
87.	NFPA	National Forest Products Association
88.	NIOSH	National Institute for Occupational Safety and Health
89.	NIST	National Institute of Science and Technology (formerly the National Bureau of Standards)
90.	NOFMA	National Oak Flooring Manufacturers Association
91.	NSF	National Sanitation Foundation

92.	NTMA	National Terrazzo & Mosaic Association
93.	NWWDA	National Wood Windows and Doors Association
94.	OSA	Division of State Architect (formerly known as the Office of the State Architect)
95.	OSHA	Occupational Safety and Health Administration
96.	OSHPD	Office of Statewide Health Planning and Department
97.	PCA	Portland Cement Association
98.	PCI	Pre-stressed Concrete Institute
99.	PDI	Plumbing and Drainage Institute
100.	PG&E	Pacific Gas and Electric Company
101.	PM	Preventive Maintenance
102.	PR	Proposal Request
103.	PS	Product Standard, U. S. Department of Commerce
104.	RFI	Request for Information
105.	RFS	Request for Substitution
106.	RIS	Redwood Inspection Service
107.	SDI	Steel Deck Institute
108.	SFM	State of California, Office of State Fire Marshal
109.	SIGMA	Sealed Insulating Glass Manufacturers Association
110.	SJI	Steel Joint Institute
111.	SMACNA	Sheet Metal and Air Conditioning Contractors National Association
112.	SPIB	Southern Pine Inspection Bureau
113.	SSPC	Steel Structures Painting Council
114.	SVP	Silicon Valley Power
115.	SWI	Steel Window Institute
116.	TCA	Tile Council of America
117.	TIE	Time Impact Evaluation
118.	UBC	Uniform Building Code
119.	UFC	Uniform Fire Code
120.	UL	Underwriters' Laboratories, Inc.
121.	UMC	Uniform Mechanical Code
122.	UPC	Uniform Plumbing Code
123.	USA	Underground Service Alert
124.	USC	United States Code
125.	WCLIB	West Coast Lumber Inspection Bureau
126.	WIC	Woodwork Institute of California
127.	WHI	Warnock Hersey International
128.	WWPA	Western Wood Products Association

B. ABBREVIATIONS IN SPECIFICATIONS

1.	accord	accordance
2.	AWG	American Wire Gauge
3.	cm.	centimeter (centimeters)
4.	Co.	Company
5.	Corp.	Corporation

6.	cu.	cubic
7.	Div.	Division
8.	dia.	diameter
9.	ft.	foot (feet)
10.	g./gr.	gram (grams)
11.	gal.	gallon (gallons)
12.	gpd	gallons per day
13.	gpm	gallons per minute
14.	hr.	hour
15.	in.	inch (inches)
16.	Inc.	Incorporated
17.	kg.	kilogram (kilograms)
18.	km.	kilometer (kilometers)
19.	kW	Kilowatt
20.	l.	liter (liters)
21.	lbs.	pounds
22.	m	meter (meters)
23.	Mfg.	Manufacturing
24.	mg.	milligram (milligrams)
25.	ml./mls.	milliliter (milliliters)
26.	mm.	millimeter (millimeters)
27.	No.	number
28.	o.c.	on centers
29.	O.D.	outside diameter
30.	psi	pounds per square inch
31.	psf	pounds per square foot
32.	sq.	square
33.	T & G	tongue and groove
34.	U.S.	United States
35.	yd.	yard (yards)

C. ABBREVIATIONS IN DRAWINGS

Additional abbreviations, used only on drawings, are listed thereon.

5. SYMBOLS

A. SYMBOLS IN SPECIFICATIONS

1.	:	"shall be" or "shall" - where used within sentences or paragraphs
2.	#1	number
3.	1#	pound
4.	&	and
5.	%	percent
6.	C	Centigrade
7.	F	Fahrenheit

8.	`	Minute
9.	/	per, except where used to combine words; example: power/fuel.
10.	"	inch (inches)
11.	'	foot (feet)
12.	@	at
13.	°	Degree

B. SYMBOLS IN DRAWINGS

Symbols, used only on Drawings, are shown thereon.

6. DEFINITIONS

A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural. While City has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. ADDENDA: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-bid Conference and Site Visit.
2. AGREEMENT (Document 00520): Agreement is the basic contract document that binds the parties to construction Work. Agreement defines relationships and obligations between City and Contractor and by reference incorporates Conditions of Contract, Plans, Specifications and contains Addenda and all Modifications subsequent to execution of Contract.
3. ALTERNATE: Work added to or deducted from the Base Bid, if accepted by City.
4. APPROVED EQUAL: Approved in writing by City as being of equivalent quality, utility and appearance.
5. ARCHITECT: The person holding a valid California State Architect's license, whose firm has been designated within the Contract Documents as Architect to provide architectural services on the Project, and whom may have engaged engineering subconsultants to provide services on Project. When Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to City. The term Architect shall be construed to include all his or her consultants retained for the Project, as well as Architect's employees. When the designated Architect is an employee of City, Architect's authorized representatives on the Project will be included under the term Architect.
6. APPLICATION FOR PAYMENT: Written application for monthly or periodic progress or final payment made by Contractor complying with the

Contract Documents.

7. ASBESTOS: Any material that contains more than one percent asbestosis and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. ASSIGNED CONTRACT: THE SERRA-BROKAW 60KV RE-CONDUCTORING PROJECT.
9. ASSIGNED CONTRACTOR: The contractor performing The SERRA-BROKAW 60kV RE-CONDUCTORING project, Contract 2116A, which is assigned to the Contractor. The Assigned Contractor is a subcontractor to the Contractor.
10. BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
11. BIDDER: One who submits a Bid.
12. BIDDING DOCUMENTS: All documents comprising the Project Manual (including all documents and specification documents listed on Document 00010 Table of Contents), including documents supplied for bidding purposes only and Contract Documents.
13. BOARD: The Board of Supervisors of the City.
14. BUSINESS DAY: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by City. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
    a. New Year's Day, January 1;
    b. Martin Luther King Jr.'s Birthday, third Monday in January;
    c. Lincoln's Birthday, February 12;
    d. Presidents' Day, third Monday in February;
    e. Spring Holiday, March 21
    f. Memorial Day, last Monday in May;
    g. Independence Day, July 4;
    h. Labor Day, first Monday in September;
    i. Admission Day, September 9
    j. Columbus Day, October 13
    k. Veterans' Day, November 11;
    l. Thanksgiving Day, The 4th Thursday in November
    m. The Day following Thanksgiving Day;
    n. Christmas Day, December 25; and
15. BY CITY: Work that will be performed by City or its agents at the City's expense.
16. BY OTHERS: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by City, other contractors, or other means.
17. CHANGE ORDER: A written instrument prepared by City and signed by City and Contractor, stating their agreement upon all of the following:
    a. a change in the Work,
    b. the amount of the adjustment in the Contract Sum, if any, and
    c. the amount of the adjustment in the Contract Time, if any.
18. CITY: The City of Santa Clara, a municipal corporation of the State of

California.

19. CITY-FURNISHED, CONTRACTOR-INSTALLED: Items furnished by City at its cost for installation by Contractor at its cost under this Contract.
20. CITY REPRESENTATIVE(S): The person or persons assigned by City to be City's agent(s) at the Site.
21. CODE INSPECTOR: A local or state agency responsible for the enforcement of applicable codes and regulations. This includes, without limitation: City Building Division of Permits and Resources Management Department; City Public Works Department; City of Santa Clara Fire Department; and City of Santa Clara Utilities Department.
22. CONCEALED: Work not exposed to view in the finished Work, including within or behind various construction elements.
23. CONSTRUCTION CHANGE DIRECTIVE: A written order prepared by City with assistance from Engineer and signed by City, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. On this Project, a Field Instruction serves the same function as a Construction Change Directive.
24. CITY CONSTRUCTION MANAGER: The person or persons assigned by City to be the City's agent(s) at the Site.
25. CONSULTANT: See Document 00805 (Supplemental General Conditions – Hazardous Materials) (if included).
26. CONSULTING ENGINEER: See Document 00520 (Agreement) (if this term is used).
27. CONSTRUCTION MANAGER: See Document 00520 (Agreement) (if this term is used).
28. CONTRACT CONDITIONS: Consists of two parts: General Conditions and Supplementary Conditions.
    a. General Conditions are general clauses that are common to the City Contracts.
    b. Supplementary conditions modify or supplement General Conditions to meet specific requirements for this Contract.
29. CONTRACT DOCUMENTS: Contract Documents shall consist of the documents identified as the Contract Documents in Document 00520 Agreement, plus all changes, addenda and modifications thereto.

30. CONTRACT MODIFICATION: Either:
    a. a written amendment to Contract signed by Contractor and City; or
    b. a Change order; or
    c. a Construction Change Directive; or
    d. a written directive for a minor change in the Work issued by City.
31. CONTRACT SUM: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by City to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also referred to as the Contract Price or the Contract Amount.
32. CONTRACT TIMES: The number or numbers of days or the dates stated in the Agreement (i) to achieve Substantial Completion of the Work or designated milestones and/or (ii) to complete the Work so that it is ready

for final payment and is accepted.

33. CONTRACTOR: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neuter in gender. The term "Contractor" means the Contractor or its authorized representative.
34. CONTRACTOR'S EMPLOYEES: Persons engaged in execution of Work under Contract as direct employees of Contractor, as subcontractors, or as employees of subcontractors.
35. DAY: One calendar day, unless the word "day" is specifically modified to the contrary.
36. DEFECTIVE: An adjective which, when modifying the word "Work", refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by City). City is the judge of whether Work is defective.
37. DRAWINGS: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, documents, details, schedules and diagrams.
38. ENGINEER: The person holding a valid California State Engineer's license, whose firm has been designated within the Contract Documents as Engineer to provide engineering services on the Project, and whom may have engaged engineering subconsultants to provide services on Project. When Engineer is referred to within the Contract Documents and no Engineer has in fact been designated, then the matter shall be referred to City. The term Engineer shall be construed to include all his or her consultants retained for the Project, as well as Engineer's employees. When the designated Engineer is an employee of City, Engineer's authorized representatives on the Project will be included under the term Engineer.
39. EQUAL: Equal in opinion of City. Burden of proof of equality is responsibility of Contractor.
40. EXPOSED: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
41. FIELD INSTRUCTION: A written order prepared by City with assistance from Engineer and signed by City, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
42. FINAL ACCEPTANCE or FINAL COMPLETION: City's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
    a. All Systems having been tested and accepted as having met requirements of Contract Documents.

b. All required instructions and training sessions having been given by Contractor.
c. All as-built drawings and operations and maintenance manuals and Machine Inventory Sheets having been submitted by Contractor, reviewed by City and Engineer and accepted by City.
d. All punch list work, as directed by City, having been completed by Contractor.
e. Generally all Work, except Contractor maintenance after Final Acceptance, having been completed to satisfaction of City.

43. FORCE-ACCOUNT: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
44. FURNISH: Supply only, do not install.
45. INDICATED: Shown or noted on the Drawings.
46. TESTING AND SPECIAL INSPECTION AGENCY: An independent entity engaged by City to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
47. INSTALL: Install or apply only, do not furnish.
48. LATENT: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.
49. LAW: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions
50. MATERIAL OR MATERIALS: These words shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
51. MILESTONE: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
52. MODIFICATION: Same as Contract Modification.
53. NOT IN CONTRACT: Work that is outside the scope of work to be performed by Contractor under this Contract.
54. NOTICE OF COMPLETION: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.
55. OFF SITE: Outside geographical location of the Project.
56. OWNER: The City.
57. PARTIAL UTILIZATION: Use by City of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
58. PCB: Polyclorinated byphenyl.
59. PHASE: A specified portion of the Work (if any) specifically identified as a Phase in Document 00520 (Agreement) or Document 01100

(Summary).

60. PRODUCT DATA: That information (including brochures, catalogue cuts, MSDS, etc.) supplied by the vendor describing the technical and commercial characteristics of the supplier equipment or materials, and accompanying commercial terms such as warranties, instructions and manuals.
61. PROGRESS REPORT: A periodic report submitted by Contractor to City with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See Document01320, Progress Schedules and Reports and Document 00700, General Conditions.
62. PROJECT: Total construction of which Work performed under this Contract may be whole or part.
63. PROJECT FLOAT: As defined in Document 01320, paragraph 1.2.E.
64. PROJECT INSPECTOR: A person engaged by City to provide general observation of the Work, scheduling requested inspections by Contractor and reporting to City.
65. PROJECT MANAGER: The person or persons assigned by City to be the City's agent(s) at the Site.
66. PROJECT MANUAL: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, and Specifications.
67. PROJECT RECORD DRAWINGS: All Project deliverables required under Documents 01780 et seq., including without limitation, as-built drawings, operations and maintenance manuals Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.
68. PROVIDE: Furnish and install.
69. REQUEST FOR INFORMATION ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for City and Engineer to submit Contract Document clarifications or supplements to Contractor.
70. REQUEST FOR PROPOSALS ("RFP"): A document issued by City to Contractor whereby City may initiate changes in the Work or Contract Time as provided in Contract Documents. See Document 01250 (Modification Procedures).
71. REQUEST FOR SUBSTITUTION ("RFS"): A document prepared by Contractor requesting substitution of materials as and to the extent permitted in Contract Documents.
72. RFI-REPLY: A document consisting of supplementary details, instructions or information issued by City or Engineer, which clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Times except as otherwise agreed in writing by City. RFI-Replies will be issued through the RFI administrative system.
73. SAMPLES: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
74. SHOP DRAWINGS: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by

or for Contractor and submitted by Contractor to illustrate some portion of the work.

75. SHOWN: As indicated on Drawings.
76. SITE: The particular geographical location of Work performed pursuant to Contract within the City of Santa Clara.
77. SPECIFICATIONS: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services; and are contained in Divisions 1 through 16. (If a Division 17 is used, then it is considered as part of the Specifications.)
78. SPECIFIED: As written in Specifications.
79. STANDARD DETAILS: Shall mean the City of Santa Clara Standard Details.
80. STANDARD SPECIFICATIONS: Shall mean the latest revision of the CalTrans specifications.
81. SUBCONTRACTOR: A person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "subcontractor" is referred to throughout the Contract Documents as if singular in number and neuter in gender and means a subcontractor or an authorized representative of the subcontractor. The term "subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
82. SUBSTANTIAL COMPLETION: The Work (or a specified part thereof) has progressed to the point where, in the opinion of City as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by written recommendation of City for final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
83. SUPPLEMENTAL INSTRUCTION: A written work change directive to Contractor from Engineer, approved by City, ordering alterations or modifications which do not result in change in Contract Sum or Contract Times, and do not substantially change Drawings or Specifications.
84. TECHNICAL SPECIFICATIONS: Specification Divisions 2 through 16 of the Contract Documents.
85. TESTING AND SPECIAL INSPECTION AGENCY : An independent entity engaged by City to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
86. UNDERGROUND FACILITIES: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: Electricity, gases, steam, liquid petroleum products, telephone

or other communications, cable television, sewage and sewage drainage removal, traffic or other control systems or domestic water or fire water.

87. UNIT PRICE WORK: Shall be the portions of the Work for which a unit price is provided in Document 00520 (Agreement) or Document 01100 (Summary).

88. WORK: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Plans and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work", it shall be understood to have its ordinary and customary meaning.

B. Wherever words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that direction, requirements, or permission of City is intended. Words "sufficient", "necessary", "proper", and the like shall mean sufficient, necessary or proper in judgment of City. Words "approved", "acceptable", "satisfactory", "favorably reviewed" or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by City.

C. Wherever the word "may" is used, the action to which it refers is discretionary. Wherever the word "shall" is used, the action to which it refers is mandatory.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01450

TESTING AND INSPECTION

PART 1 GENERAL

1. Document includes

   A. Regulatory requirements for testing and inspection.

   B. Contractor's quality control.

   C. Quality of the Work.

   D. Inspections and tests by governing authorities.

   E. Inspections and tests by serving utilities.

   F. Inspections and tests by manufacturer's representatives.

   G. Inspections by Independent Testing and Inspection Agency.

2. RELATED DOCUMENTS

   Document 01410 - Regulatory Requirements: Compliance with applicable codes, ordinances and standards.

3. CONTRACTOR'S QUALITY CONTROL

   A. Contractor's Quality Control: Contractor shall ensure that products, services, workmanship and site conditions comply with requirements of Contract Documents by coordinating, supervising, testing and inspecting the work and by utilizing only suitably qualified personnel.

   B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of Plans and Specifications, including, by reference, all codes, laws, rules, regulations and standards. When no quality basis is prescribed, the quality shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type.

   C. Quality Control Personnel: Contractor shall employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

4. QUALITY OF THE WORK

   A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects and fit for the intended use.

B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements.

C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling and staining, until Acceptance by the City.

D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating erecting, installing, applying, connecting and finishing Work.

E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.

F. Verification of Quality: Work shall be subject to verification of quality by City or Engineer in accordance with provisions of the Contract Documents.

1. Contractor shall cooperate by making Work available for inspection by City, Engineer or their designated representatives.
2. Such verification may include mill, plant, shop, or field inspection as required.
3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by City or Engineer.
5. Applicable provisions of the Contract Documents shall govern Contract modifications, if any, resulting from such verification activities.

G. Observations by City's Representative's, Engineer's Consultants: Periodic and occasional observations of Work in progress will be made by City Representative's, Engineer and Engineer's consultants as deemed necessary to review progress of Work and general conformance with design intent.

H. Limitations on Inspection, Test and Observation: Neither employment of independent testing and inspection agency nor observations by Engineer and Engineer's consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.

I. City's Acceptance and Rejection of Work: City reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications.

J. Correction of Non-Conforming Work: Non-conforming Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.

K. Acceptance of Non-Conforming Work: Acceptance of nonconforming Work, without specific written acknowledgement and approval of the City, shall not relieve the Contractor of the obligation to correct such Work.

L. Contract Adjustment for Non-Conforming Work: Should Engineer or City determine that it is not feasible or in City's interest to require non-conforming Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between City and Contractor. If equitable amount cannot be agreed upon, a Construction Change Order or Field Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of the General Conditions.

M. Non-Responsibility for Non-Conforming Work: Engineer and Engineer's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.

N. Responsibility for Defective Work: Contractor shall have full responsibility for all consequences resulting from defective work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and City and re-Work, and extra time and costs of all types. Contractor waives excuses for defective work relating to City's prior review of Submittals and/or prior failure to notice defective work in place on inspection.

5. INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

A. Regulatory Requirements for testing and Inspection: Comply with California Building Code (UBC) requirements and all other requirements of governing authorities having jurisdiction.

B. Inspections and Tests by Governing Authorities: Contractor shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.

1. Such authorities include City of Santa Clara Public Works Department, SVP, Building Department, Fire Department, and City retained Inspection, and Testing Organizations or similar agencies.
2. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.
3. Notify City in writing during normal business hours, Monday through Friday, at least 24 hours before the required inspection date.

6. INSPECTIONS AND TESTS BY SERVING UTILITIES

   A. Inspections and Tests by Serving Utilities: Contractor shall cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling conducting and paying for such inspections shall be solely the Contractor's responsibility.

7. INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

   A. Inspections and Tests by Manufacturer's Representatives: Contractor shall cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

8. INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

   A. City will select an independent testing and inspection agency or agencies to conduct tests and inspections as indicated on Plans, in Specifications and as required by governing authorities having jurisdiction.

   B. Responsibility for payment for tests and inspections shall be as indicated in schedule below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.

   C. Contractor shall notify City on inspection request form provided by City and, if directed by City, testing and inspection agency, when Work is ready for specified tests and inspections. This written notification should be delivered during normal business hours, Monday through Friday, at least 48 hours before the requested inspection date and time.

   D. Contractor shall in addition to the requirements of the Contract comply with all permit and code related requirements.

   E. Contractor shall pay for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:

      1. Contractor's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
      2. Changes in sources, lots or suppliers of products after original tests or inspections.
      3. Changes in means methods, techniques, sequences and procedures of construction that necessitate additional testing, inspection and related services.
      4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.

5. Contractor submitted requests to change materials or products, which are accepted, but require testing and/or re-inspection beyond original design.
6. Costs of travel, and per diem to perform factory testing on-sites over 50 miles from the jobsite.
7. Cost of re-testing work due to failure of the original test.

F. Tests and special inspections to be paid by the City shall include the following:
   i. Subgrade compaction
   ii. Base rock compaction
   iii. Rebar
   iv. Concrete placement
   v. CMU block strength, shrinkage and moisture content
   vi. CMU wall rebar
   vii. CMU wall mortar
   viii. CMU wall grout
   ix. Structural steel bolting and welding
   x. Pile concrete and reinforcing
   xi. Building pad sub-grade and imported fill
   xii. Load test pile dowels
   xiii. Trench back fill
   xiv. Asphalt concrete placement
   xv. Asphalt sampling

G. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted to City, who will distribute copies to Engineer, Contractor and any agency having jurisdiction (if required by Code).

1. Reports shall clearly identify the following:
   a. Date issued.
   b. Project name and number.
   c. Identification of product and Specifications Document in which Work is specified.
   d. Name of inspector.
   e. Date and time of sampling or inspection.
   f. Location in Project where sampling or inspection was conducted.
   g. Type of inspection or test.
   h. Date of test.
   i. Results of tests.
   j. Comments concerning conformance with Contract Documents and other requirements.
2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
3. Samples taken but not tested shall be reported.
4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.

5. When requested, testing and inspection agency shall provide interpretations of test results.

H. Contractor Responsibilities in Inspections and Tests:

1. Notify City during normal business hours, Monday through Friday, 48 hours in advance of expected time of each test and inspection to be conducted on the project site, for off-site testing within 50 miles of jobsite, 72 hours' notice, and beyond 50 miles 5 working days' notice is required, and for all other operations requiring inspection and testing services, by submitting Contractor's inspection request form provided by City.
   a. When tests or inspections cannot be performed after such notice, reimburse City for Testing Laboratory personnel and travel expenses incurred due to Contractor's negligence.
2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
3. Cooperate with testing and inspection agency personnel, City's field representative, Engineer and Engineer's consultants. Provide access to Work areas and off-site fabrication and assembly locations, including during weekends and after normal work hours.
4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Project site or at source of products to be tested, and to store and cure test samples.
5. Provide, at least 15 days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.

9. ADDITIONAL TESTING AND INSPECTION

A. If initial tests or inspections made by the Testing Laboratory reveal that materials do not comply with Contract Documents, or if City has reasonable doubt that materials do not comply with Contract Documents, additional tests and inspections shall be made as directed.

1. If additional tests and inspections establish that materials comply with Contract Documents, City shall pay all costs for such tests and inspections.
2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum. I
3. If Work requiring inspection is covered by follow-on work before it is inspected, Contractor shall uncover work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

TESTING AND INSPECTION

SECTION	MATERIAL TESTS
4200	Masonry block strength, shrinkage and moisture content.
4200	Masonry grout strength
5120	High strength grout strength
4200	Masonry mortar strength
5120	Structural steel bolting and welding
2300	Pile concrete and reinforcing
2200	Trench backfill
2200	Building pad sub-grade and imported fill
2300	Load test pile dowels
SECTION	**SPECIAL INSPECTION**
3200	Placement of reinforcing steel for concrete and concrete masonry
3300	Placement of cast-in-place concrete
4200	Placement of concrete block and grout
5120	Structural steel fabrication, erection, bolting and welding
7511	Installation of roof membrane
05500, 04200, 05120	Installation of anchor bolts, dowels embedded in concrete and masonry
TBD	Installation of adhesive (epoxy) connections
2300	Placement of pile concrete and reinforcement
2300	Pile driving
2200	Site grading, road and parking phase
2200	Trench backfill
SECTION	**ENVIRONMENTAL TESTS**
TBD	Construction noise monitoring. Storm water runoff sampling
02200, 02222	Compaction
3300	Concrete sump and strength. Weight of lightweight concrete. Water content for controlled mixes. Temperature during hot or cold weather.
3370	Shotcrete soundness and strength
4220	Block strength and moisture content. Grout strength
5100	Steel welding and bolting
5300	Shear connector stud
TBD	Expansion and epoxy anchors.
SECTION	**SPECIAL INSPECTION**
2200	Subgrade beneath mat
02200, 02222	Filling
3200	Placement of reinforcing for concrete and shotcrete, Installation of mechanical couplers and end anchors, Welding of reinforcing bars (not anticipated)

DOCUMENT 01450

TESTING AND INSPECTION

3300	Concrete placement, Grout placement for steel base plates
3370	Preconstruction test panels. Shotcrete placement.

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DOCUMENT 01450

TESTING AND INSPECTION

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DOCUMENT 01500

TEMPORARY CONSTRUCTION

PART 1 GENERAL

1. DOCUMENT OVERVIEW

   A. PART 1 DOCUMENT INCLUDES:

      1. TEMPORARY FACILITIES
      2. USE OF CITY FACILITY AND EQUIPMENT
      3. TEMPORARY ELECTRICITY
      4. TEMPORARY LIGHTING
      5. PROTECTION OF PUBLIC AND PRIVATE PROPERTY
      6. TEMPORARY SANITARY FACILITIES
      7. CONSTRUCTION AIDS
      8. TEMPORARY HEAT
      9. TEMPORARY VENTILATION
      10. TEMPORARY TELEPHONE SERVICE
      11. TEMPORARY WATER SERVICE
      12. SPECIAL EQUIPMENT & CONTROLS
      13. WATER CONTROL
      14. SCAFFOLDING
      15. TEMPORARY ENCLOSURES
      16. BARRIERS
      17. SITE PROTECTION
      18. TREE AND PLANT PROTECTION
      19. ACCESS REQUESTS
      20. NOISE CONTROL
      21. DUST CONTROL
      22. TRAFFIC CONTROL
      23. DEBRIS CONTROL
      24. POLLUTION CONTROL
      25. EROSION CONTROL
      26. FIRE PROTECTION SYSTEMS
      27. SECURITY
      28. PROJECT SIGNS
      29. FIELD OFFICE TRAILERS AND SHEDS CONSTRUCTION MANAGER'S FIELD OFFICE/FURNISHINGS
      30. REMOVAL OF TEMPORARY FACILITIES
      31. FORMS

2. TEMPORARY UTILITIES

   A. Temporary Connections: The Contractor shall provide all necessary temporary electricity, power, water, sewer, gas, data and other utilities needed for the Work through Final Completion.

   B. Contractor shall apply for, coordinate, schedule, and obtain all necessary permits for the Work, including payment of any permit fees charged by entities other than

the City of Santa Clara. Only permit fees charged by the City of Santa Clara, which includes Silicon Valley Power, will be waived.

C. Maintain strict supervision of the use of temporary construction facilities. Enforce compliance with applicable standards. Prevent abuses of services.

D. Comply with all code and City requirements for use of temporary facilities and utilities.

3. USE OF CITY FACILITY AND EQUIPMENT

A. Contractor will not be allowed to use any facility or equipment, which belongs to the City. Contractor shall provide its own facilities and equipment at its own expense.

B. City Facilities and Sanitary/Nuisance Regulations:

1. The Contractor shall provide adequate sanitary facilities for the use of those employed to perform Work at the Site. Such facilities shall be made available when the first employees arrive on Site, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required.
2. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. Contractor shall rigorously prohibit the committing of nuisances to the sanitary facilities and shall immediately repair or correct any nuisance (graffiti, vandalism, etc.) or any inappropriate or unsafe sanitary condition. Any time the sanitary facilities are deemed to be a nuisance or health hazard, the City will issue a notice to repair. If not cleaned within 4 hours, the City will resolve the issue by whatever means is deemed appropriate by the City and the City shall back-bill the Contractor for payment of invoices for this service.
3. The Contractor shall rigorously prohibit the committing of nuisances on Site, on the lands of the City, or on adjacent property. Contractor shall immediately repair or correct any nuisance (graffiti, vandalism, etc.) or any inappropriate or unsafe sanity condition adjacent to or associated with any area of Work activity.

4. TEMPORARY ELECTRICITY/POWER

A. The Contractor will provide all temporary electricity/power on Site necessary to complete the Work, including all temporary electricity. The Contractor shall contact Silicon Valley Power to confirm the availability of the electrical source. If not currently available, the Contractor shall pay all costs to install and provide the electrical source needed to perform the Work.

B. Contractor shall exercise measures to conserve energy at all times.

C. All electrical work to be in compliance with all reference codes.

D. The Contractor shall pay all electricity costs for temporary lighting currently in use on site, and for the temporary access roadway lighting throughout the duration of the Project.

5. TEMPORARY LIGHTING

A. The Contractor will provide and pay for all temporary lighting in accordance with codes and regulations for all Work performed at the Site.

B. The Contractor shall maintain all temporary lighting in current service to light the temporary access roadway/pedestrian walk and other temporary lighting on Site.

6. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

A. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

B. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the City, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.

C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

7. TEMPORARY SANITARY FACILITIES

A. Provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.

B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be

furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.

8. CONSTRUCTION AIDS

Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. Construction aids shall be furnished without charge to the Subcontractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the contractor furnishing the equipment shall determine priorities in the best interest of the Project.

9. TEMPORARY HEAT

A. Provide and pay for heat devices and heat as required to perform the Work.

B. Maintain minimum ambient temperature as necessary for specific work activities in areas where construction is in progress, unless otherwise indicated in the specifications.

10. TEMPORARY VENTILATION

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases. Identify potential problems associated with dust, fumes, vapors or gases as required in these specifications. Implement procedures, which will mitigate problems appropriately and within the limits imposed by the Contract Documents.

11. TEMPORARY TELEPHONE SERVICE

A. Provide, maintain and pay for telephone service to Contractor's field office (and to all required cellular phones) throughout the duration of the Contract.

12. TEMPORARY WATER SERVICE

A. The Contractor will provide all temporary water necessary for the Work.

B. Where connected to City or Santa Clara Water Department water distribution system, exercise measures to conserve water.

13. SPECIAL EQUIPMENT AND CONTROLS

A. Equipment Provided by the Contractor: The Contractor shall provide all necessary equipment, such as, but not limited to tower cranes, truck cranes, and welding machines to install the structural steel . The Contractor shall provide and pay for any temporary modifications to the work to accommodate the use of its equipment at the Site (e.g., structural design and support for tower crane).

B. Welding Protection Provided by the Contractor: The Assigned Contractor shall provide for and maintain all forms of protection necessary to prevent damage resulting from welding structural steel, including, but not limited to previously installed material, equipment, and stored material. Provide all portable welding exhaust systems with HEPA 4 systems.

14. WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment. Contractor shall have two (2) trailer mounted portable pumps on site at all times that excavation is occurring or that heading(s) are open.

B. Protect site from puddling or running water. If, by any action by Contractor, water is allowed to issue forth or flow from any source in an unchecked manner (e.g. from a ruptured irrigation pipe, broken water line, etc.) or to pool for longer than 1 hour, City shall have the option to repair the rupture at City discretion and to back-charge Contractor for repair work.

C. Provide water barriers as required to protect the Site from soil erosion.

D. Provide methods to control surface water to prevent damage to the Site, or adjoining properties. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas to direct drainage to proper runoff.

E. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.

F. Legally dispose of drainage or ground water. Disposal shall be in a manner, which will prevent flooding, erosions, or other damage to any portion of the Site or to adjoining areas and in accordance with all permit requirements.

15. SCAFFOLDING

Furnish, erect and maintain all required scaffolding to perform the Work. Scaffolding and accessories shall conform to all regulations governing such equipment. Maintain scaffolding in conformance with all applicable safety requirements. Upon completion of

use, remove all scaffolding and accessories from the Site. At the Contractor's option, Contractor may have individual subcontractors provide scaffolding for their work; however, all scaffolding remains the responsibility of the Contractor.

16. TEMPORARY ENCLOSURES

A. Provide temporary weather-tight enclosure of exterior walls for successive areas of building as work progresses, as necessary, to provide acceptable working conditions for Contractor and to provide weather protection for materials. Said enclosures shall provide for effective temporary heating, and shall prevent entry of unauthorized persons.

1. Provide temporary exterior doors with self-closing hardware and padlocks.
2. Enclosures shall be removable as necessary for work and for handling of materials as well as for emergency access or egress.

B. Provide temporary shoring as required by these Contract Documents. Obtain approval of City for any temporary structural supports.

C. Provide temporary lighting as required to conform to safety standards.

D. Completely remove temporary materials, equipment, and services

1. At completion of work, or as directed by City.

E. Clean and repair damage caused by installation or by use of temporary facilities in accordance with the specifications.

F. Restore existing areas and/or facilities used for temporary purposes to specified or to original condition (whichever is more restrictive). In the event that Contractor fails to restore areas and/or facilities as required, the City may restore or replace them and deduct the expense or the replacement from any amounts due or to become due to the Contractor.

17. BARRIERS

A. Provide all barriers necessary or required by codes and regulations to perform the Work.

B. Shield all welding operations from public view with solid barrier.

C. Contractor shall provide warning signs, barricades, and flag persons as necessary and required by public agencies having jurisdiction for traffic control and to protect public safety where work is performed in City roadways and public rights-of-way or when City roadways and public rights-of-way are temporarily used for deliveries (e.g., concrete pours, major material deliveries, etc.).

D. Where walks, pathways or access ways are closed by the Work, an ADA compliant, alternate walkway shall be provided, preferably within the immediate location of the pathway or access to be closed. Where it is necessary to divert pedestrians into a major detour and/or into a parking lane or traffic area, at no time shall pedestrians be diverted into a portion of a street used for vehicular traffic. Any deviation from the above must have prior approval of the City.

E. At locations where adjacent alternate walkways cannot be provided (i.e. where no pathway or access is available within the immediate location of the interruption) ADA compliant detours shall be clearly planned, marked and constructed. Appropriate signs and barricades must be installed at the limits of construction and in advance of the closure (or detour) in order to divert pedestrians to the appropriate walkway or detour.

F. Wherever it is necessary that trenches and excavation be bridged, bridges shall be constructed in an ADA compliant manner. These bridges shall permit unobstructed flow of traffic or pedestrians and shall meet the following criteria:

1. Bridging shall be secured against displacement by using adjustable cleats, angles, bolts or other devices.
2. Bridging shall be installed to operate with minimum noise.
3. The trench shall be adequately shored, to support the bridging and traffic.
4. Only steel plates shall be used for bridging. Steel plates used for bridging shall extend one foot (minimum) beyond the edges of the trench. The steel plates shall be beveled in order to provide smooth and uninterrupted wheelchair and other access. Temporary paving materials may be used in conjunction with the beveled steel plates.

G. Remove barriers and enclosures only after acceptance of that portion of the Work area.

18. SITE PROTECTION

Construction limits are shown on the Contract Drawings. All construction activity including material storage, project office(s), equipment parking or other uses shall be confined within those areas, which have been approved in advance by the City. In no case shall the surrounding area outside the construction limits be disturbed unless otherwise noted in the Contract Documents. In the event that it is disturbed, the Contractor shall restore that area, at its cost, as directed by, and to the satisfaction of the City.

19. TREE AND PLANT PROTECTION

A. Do not park vehicles or store equipment within the drip line of any trees on Site. The trees are protected by temporary fencing, which has been provided by others. The Contractor is encouraged to visit the Site prior to bid to determine

the extent of the protection that could limit the Contractors flexibility to access the Site and temporarily store materials. The Contractor is required to remove all temporary fencing around the Site and the temporary tree protection fencing prior to Final Completion in accordance with other documents of these Specifications.

20. ACCESS REQUESTS

A. The Contractor is required to coordinate access to all work, which also requires coordination with the City and its Construction Manager in order to maintain control and coordination of the work at the Site.

B. The Contractor shall provide convenient and safe access to all Work during construction. Such access shall include, but is not limited to, providing ladders, lifts or scaffolding to allow safe and convenient access by such City representatives as City Inspectors, Engineer, Special Inspectors, the Fire Department, and Building Department.

21. NOISE CONTROL

A. Conform to OSHA and City of Santa Clara noise ordinance requirements unless a more stringent requirement is otherwise specified in the Contract Documents.

B. City has limited hours of certain types of construction operations. Coordinate work with City's Construction Manager.

C. See Contract Specification Document 01590 for additional requirements and limitation regarding noise generated by the Contractor.

22. DUST CONTROL

A. Provide positive methods and apply dust control material to minimize raising dust from the construction operations and construction vehicles and provide positive means to prevent airborne dust from dispersing into the atmosphere.

B. See Contract Specification Documents 01100 and 01590 for additional requirements for controlling dust at and around the Site.

23. TRAFFIC REGULATIONS, TRAFFIC PLAN, SITE PARKING AND RESTRICTIONS

A. The City has restricted routing of construction traffic and construction vehicle and equipment parking. Parking of construction vehicles will only be in designated nearby areas on City property.

1. Employee parking shall be arranged by the Contractor.

B. Street Lane and Side Walk Closures:

1. Street Closures: Contractor must obtain all necessary permits and comply with all City regulations before closing any streets.
2. Sidewalk Closures: Contractor must obtain all necessary permits and comply with all City regulations before closing sidewalks.
3 The Contractor shall pay for all street and sidewalk closures, including but not limited to, the appropriate street closure and temporary directional signage, crosswalks, flag persons as required to control construction traffic. The City has waived fees for street closures or diversions, but the Contractor must plan, schedule, apply for, coordinate and implement all necessary street closures or diversions. Contractor shall take all necessary precautions to protect the public from construction activities. Minimum requirements for the directional signage and related signage must comply with City traffic regulations. Contact Dave Pitton, Traffic Engineer, at 408-615-3021 for more information regarding traffic regulations and requirements.

24. DEBRIS CONTROL

A. Maintain all areas under the Contractor's control, free of extraneous debris.

B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes.

1. Provide containers for deposit of debris.
2. Prohibit overloading of trucks to prevent spillages on access and haul routes.
3. Provide periodic inspection of traffic areas to enforce requirements.

C. Schedule periodic collection and disposal of debris.

1. Provide additional collections and disposal of debris whenever the periodic schedule is inadequate to prevent accumulation or as requested by the City.

25. POLLUTION CONTROL

A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.

B. Provide systems for control of atmospheric pollutants.

1. Prevent toxic concentrations of chemicals.
2. Prevent harmful dispersal of pollutants into the atmosphere.

3. Direct pollutants such as diesel exhaust away from building air intakes.

26. EROSION CONTROL

A. The Contractor will be responsible for providing additional erosion control as necessary and is also responsible for removing existing and any added erosion control when it is no longer needed at the Site.

27. FIRE PROTECTION SYSTEMS

A. Provide temporary fire protection as required by codes and regulations for Work.

B. Maintain approved fire extinguishers at all work areas and maintain fire department vehicle access as required by the Fire Department. The Contractor is responsible to contact the City Fire Department to insure compliance with all vehicle access by the fire Department.

28. SECURITY

Provide adequate security for equipment and construction materials for the Work that are either erected or stored at the Site.

A. Contractor is responsible for the security and protection of the Contractor's work area.

B. If the Contractor requires a sign in procedure, it must be coordinated with the City to avoid confusion.

C. Coordinate with local law enforcement and cooperate at all times with them.

D. If the Contractor fails to adequately secure the Site in the opinion of the City, qualified forces will be employed and costs for the service charged to the Contractor.

E. Maintain fencing at all times.

F. Review and comply with all local ordinances related to emergency response requirements.

G. Develop, submit, update and maintain and emergency response program for this project specific to the needs of the project.

H. Provided list of emergency contact numbers for the Project, including all personnel work and home phone numbers. The Contractor must provide a twenty-four hour contact phone number for Contractor personnel.

I. Provide and post local map with area hospitals and emergency room locations and phone numbers and update this map on a monthly basis.

29. PROJECT SIGNS

A. General: Others will provide and design of the project signs . The Contractor shall modify the sign to update it with information regarding the Contractor. Contractor shall pay all cost to include the Contractor's name on Project Sign.

B. Warning Signs on Enclosure Barriers and Construction Gates: Provide as necessary to comply with codes and local laws and regulations.

:

E. Interior Signs: Provide temporary interior signs as necessary to comply with codes and local laws and regulations.

F. Additional Signs: Contractor shall provide and install any additional temporary signage as may be necessary to provide safe, reliable, accurate way-finding and construction area marking in accordance with all codes and local laws and regulations.

30. FIELD OFFICE TRAILERS AND SHEDS

A. CONTRACTOR'S FIELD OFFICE:

Furnish and install field office trailer(s), on Site, adequate in size and accommodation for Contractor's offices, superintendent's office, supply and tool room and subcontractors. Location of Contractor's field office trailer must be in the designated staging area as approved by the City. Make the field office available to the City throughout the entire construction period. Field office(s) shall be for safekeeping of plans, specifications and records, and shall contain reference board, table or desk, and chairs. Field offices shall be installed and operated at Contractors expense as a part of the base bid. .

31. REMOVAL OF TEMPORARY FACILITIES

Maintain all temporary facilities, staging area and controls as long as needed for the safe and proper completion of the Work; and remove all such temporary facilities. Promptly clean and repair damage caused by installation or use of temporary facilities. Restore site including staging area(s) to condition equal to or better than the condition prior to the installation of the temporary facility(s). If the Contractor fails or refused to repair the damage promptly, the City may have the necessary work performed and charge the cost to the Contractor or deduct the expense from any amounts due or to become due to the Contractor.

32. FORMS

The Contractor is required to use the City's standard project forms during construction. A project manual will be provided to the Contractor outlining the specific use for each form at the pre-construction conference. Electronic versions of the forms in Microsoft Word will be provided to the Contractor for their use during the Project. .

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01540

SITE SECURITY

PART 1 GENERAL

1. DESCRIPTION

This document describes the requirements for providing Site security and safety.

2. SUBMITTALS

A. See Document 01330 (Submittal Procedures).

B. Site Security

C. Safety Program

D. Fire Protection Plan

3. WORK SPECIFIED ELSEWHERE

A. Continuously maintain protection as necessary to protect the Work as a whole and in part, and adjacent property and improvements, injuries or damage.

B. Properly protect the Work:

1. With lights, guard rails, temporary covers and barricades.
2. Enclose excavations with proper barricades.
3. Brace and secure all parts of the Work against storm and accident.
4. Provide such additional forms of protection, which may be necessary under existing circumstances.

C. Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

4. CONTROL OF SITE

Contractor shall ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employees found in violation of this provision.

5. SITE SECURITY

A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without

limitation preventing theft, loss, vandalism and improper concealment of personal property of the City and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.

B. No claim shall be made against City by reason of any act of an employee or trespasser, and Contractor shall repair all damage to City's property resulting from Contractor's failure to provide adequate security measures.

C. Contractor shall maintain a lock on the Construction access gate at all times. Contractor shall appoint one person to let people through the gate and maintain the sign-in/out list, with person's name, company, reason for entering, what they are delivering, time and date. Alternatively, Contractor shall provide a full-time guard at the gate at all times to control access and maintain the sign-in/out list. The sign in/out list shall be available to City at any time upon request. If City determines that the gate has been left unlocked, Contractor shall if requested by City provide a full time guard at no additional expense to the City.

D. Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

6. SAFETY PROGRAM

A. Within 15 calendar days after Notice to Proceed, Contractor shall submit a Safety Program to City for information purposes. Contractor shall be required to comply with the Safety Program and all applicable Federal, State and regulation codes, rules, law and ordinances.

B. Review of the Safety Program shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.

C. It is essential that Contractor and each subcontractor implement an effective and vigorous Safety and Health Program to cover its portion of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to its portion of the Work rests with each individual Contractor and subcontractor.

D. Safety Program components:

1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the

guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.

3. Confined Space Program: The Site contains permit- and non-permit-confined spaces. City will provide Contractor with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.
4. The wearing of hard hats will be mandatory at all times for personnel on Site. Contractor shall supply sufficient hard hats to equip properly all employees and visitors.

E. Whenever an exposure exists, appropriate personal protective equipment (PPE) will be used by all affected personnel. Contractor shall supply PPE to all personnel under its direction.

7. SAFETY REQUIREMENTS

A. Standards: Maintain the Site in accordance with State and local safety and insurance standards.

B. Hazards Control:

1. Store volatile wastes in covered metal containers and remove from premises daily.
2. Prevent accumulation of wastes, which create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste material at the Site.
2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes into streams or waterways.

D. Provide accident information on the forms provided by Contractor. This information will be provided on the same day as the occurrence of said accident.

8. SITE SAFETY OFFICER

A. Contractor shall designate one of its staff as "Site Safety Officer" whose duties will include responsibility for enforcing the environmental protection provisions of these Specifications including safety and health, the requirements of the Occupational Safety Health Act, and other applicable Federal, State and local standards. Contractor shall submit for review by City its intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, safety and health plan. After review by City, the implementation and changes in the programs shall be requested by Contractor through the Site Safety Officer for written concurrence by City.

B. Representative(s) of City Risk Management will be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

9. FIRE PROTECTION PLAN

A. Within 15 days after Notice to Proceed submit one copy of a fire protection plan that has been reviewed and approved by the Santa Clara County Fire Department. It is recommended that the plan include, but not be limited to, a discussion of the following items:

1. Equipment spark arresters
2. Fire-extinguishing equipment on hand
3. Method of operation in case of fire
4. Notification to authorities of any fire
5. Access available during performance of Work
6. Educating workers of fire protection plan
7. Storage protection for flammable materials
8. Ventilation and illumination equipment

10. EMERGENCY WATER SUPPLY SHUT-OFF PLAN

11. EMERGENCY SEWER BY-PASS PLAN

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01590

CITY MITIGATION MEASURES

PART 1 GENERAL

1. SUMMARY

A. Document includes:

1. Cultural Resources & Human Remains Requirements
2. Air Quality Measures
3. Noise Reduction Measures
4. Other City Requirements

2. RELATED DOCUMENTS

A. Document 01100-Summary of Work

B. Document 01500-Temporary Construction

3. GENERAL

In January 2001, the City Council approved the mitigation measures included in the Draft and Final Environmental Impact Reports prepared by Environmental Science Associates, dated October 27, 2000 and November 30, 2000, respectively. These reports are available for review at the City's office (1500 Warburton Ave, Santa Clara). The Contractor shall comply with and implement the Environmental Impact Report mitigation measures, which are listed in Paragraph 1.04 and Paragraph 1.05 of this Document of the Contract Specifications, as well as other City mitigation measures listed in this Document and the Contract Specifications:

4. MITIGATION MEASURES B.3a & B.3b, CULTURAL RESOURCES & HUMAN REMAINS

A. The City and the Planning Division shall be notified at least 48 hours (i.e., 2 business work days) prior to any grading or other subsurface work on the site. In the event that cultural resources are encountered, all work within the proximity of the find shall temporarily halt so that the archaeologist can examine the find and document its provenience and nature (through drawings, photographs, written description, etc. as necessary).

B. If human remains are encountered during project construction, the Contractor shall notify the Santa Clara County Coroner's Office immediately. The coroner will determine if the remains are those of a Native American, and if they are, will notify the Native American Heritage Commission.

C. The Contractor shall anticipate zero (0) workdays of delays and impacts as a result of any discovery of cultural resources or human remains and include these delay and impact costs in its bid. The Contractor shall receive a non-compensable time extension for delays resulting from the discovery of cultural

resources or human remains beyond the Contractor's control as defined in Paragraph 15.B of Document 00700, General Conditions.

D. ARCHAEOLOGICAL AND PALEONTOLOGICAL RIGHTS

The Contractor shall notify the City at least five (5) full working days in advance of performing any earth-moving activities to enable the City to provide archaeological monitoring of the work.

Monitoring shall consist of coordinating subsurface work to allow for the careful examination of vertical and horizontal soil relationships for the purpose of defining positive archaeological finds (prehistoric and/or historic). In the event that cultural resources are encountered, all work within the proximity of the find shall temporarily halt so that the archaeologist can examine the find and document its provenience and nature (through drawings, photographs, written description, etc., as necessary). The monitor will then direct the work to either proceed if the find is deemed to be insignificant or is adequately documented and resolved, or continue elsewhere, as appropriate, until adequate mitigation measures are adopted or the matter is otherwise resolved to the satisfaction of the City.

The Contractor shall notify the City a minimum of two (2) full working days in advance of canceling scheduled subsurface construction work including grading or similar work to provide the City with sufficient notice to cancel archaeological monitoring services.

The City may suffer damages in the event that the Contractor failed to comply with the required notification. The parties hereto agree that it is and will be extremely difficult to determine the actual damage that the City will sustain in the event that the City does not receive the required notification; and it is therefore agreed that the Contractor will pay to the City the sum of $1,000 for each occurrence of the Contractor's failure to provide the required notification. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any monies due or that may become due to the Contractor under the Contract. In addition, in the event that the Contractor fails to comply with the required notification, the Contractor shall cease all construction operations, including non- surface constructions, until the required notification is provided in accordance with the Provisions of this Document.

5. MITIGATION MEASURE D.1, AIR QUALITY

A. Water all active construction areas at least twice daily or as needed to prevent dust.

B. Cover all trucks hauling soil, sand, and other loose materials, or all trucks shall maintain at least 2 feet of freeboard.

C. Pave, or apply water three times daily, or apply nontoxic soil stabilizers on all unpaved roads, parking areas, and construction staging areas.

D. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites as needed to prevent dust.

E. Sweep streets daily with water sweepers, if visible soil material is carried onto adjacent public streets.

F. Hydroseed or apply nontoxic soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).

G. Enclose, cover, water twice daily, or apply nontoxic soil binders to exposed stockpiles (dirt, sand, etc.).

H. Traffic speeds on unpaved roads shall be limited to 15 miles per hour.

I. Install sandbags or other erosion-control measures to prevent silt runoff to public roadways during rainy season construction (November through April).

J. Other related requirements by the City:

1. Dust-proof chutes shall be used for loading construction debris onto trucks. Alternative means of loading construction debris may be permitted if approved by the City.
2. Contractor shall suspend dust-producing activities during periods of high winds when dust control measures are unable to avoid visible dust plumes.
3. During the dry season (May-October) provide equipment and staffing for watering of all exposed or disturbed soil surfaces at least twice daily.
4. Any fine materials transported by truck will be covered or wetted down to control dust.

6. NOISE REDUCTION MEASURES

A. Contractor shall comply with the City of Santa Clara Noise Ordinance. The following construction activities shall be prohibited:

1. "Operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between weekday hours of 7 PM and 7 AM, or 8 PM and 9 AM on weekends or holidays such that the sound therefrom creates a noise disturbance across a residential or commercial real property line, except for emergency work of public service utilities or by variance issued by the City.
2. "Where technically and economically feasible, construction activities shall be conducted in such a manner that the maximum sound levels at affected properties will not exceed those listed in the following schedule: Maximum sound levels for nonscheduled, intermittent, short-term operation (less than

10 days) of mobile equipment shall be 80 dB daily (7 AM to 7 PM) and 65 dB weekends (8 AM to 8 PM): Maximum sound levels for repetitively scheduled and relatively long-term operation (periods of 10 days or more) of stationary equipment shall be 65 dB daily (from 7 AM to & 7 PM and 55 dB weekends (from 8 AM to 8 PM).
In addition, the use of impulse tools (e.g., hoe-ram, jackhammers, etc.) shall be limited to the hours of 7:00 AM to 5:00 PM.

B. Plywood Barrier & Impulse Tool Shields

1. Impulse tools shall be temporarily shielded when in use (by interposing another truck, a temporary plywood barrier, noise control blankets, or gypsum board, as appropriate).

C. All construction equipment shall be muffled and properly maintained. "Quiet package" equipment (e.g., compressors and generators in separate compartments or otherwise muffled) shall be used on the Site.

D. The City will respond to any complaints regarding construction noise and for coordinating with adjacent land uses. The City shall determine the cause of any complaints and coordinate with the Contractor. The Contractor shall implement effective measures (considered technically and economically feasible by the City) warranted to correct the problem.

END OF DOCUMENT

DOCUMENT 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1. DOCUMENT INCLUDES

   A. Products

   B. Product Options and Substitutions

   C. Product Delivery Requirements

   D. Shipping Requirements

   E. Product Storage and Handling Requirements

2. PRODUCTS

   A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

   B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

   C. For similar components, provide interchangeable components of the same manufacturer.

3. PRODUCT OPTIONS AND SUBSTITUTIONS

   A. Summary: This paragraph describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00660 (Substitution Request Form) submittal as provided in Document 00200 (Instructions to Bidders).

   B. Contractor's Options:

      1. For products specified only by reference standard: Select any product meeting that standard.
      2. For products specified by naming one or more products or manufacturers:
         a. Select products of any named manufacturer meeting specifications.
         b. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Document 01600 and a fully executed Document

00660 (Request for Substitution), but using the term "Contractor" each place the term "Bidder" appears in that form.

C. Substitutions:

1. Except as provided in Document 00200 (Instructions to Bidders) with respect to "or equal" items, City will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for work on the Project).
2. Submit separate RFS (and four copies) for each product and support each request with:
   a. Product identification.
   b. Manufacturer's literature.
   c. Samples, as applicable.
   d. Name and address of similar projects on which product has been used, and dates of installation.
   e. Name, address, and telephone number of manufacturer's representative or sales engineer.
   f. For construction methods: Detailed description of proposed method; drawings illustrating methods.
3. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
4. State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with City for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.
5. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by City in evaluating the proposed substitute. City may require Contractor to furnish additional data about the proposed substitute.

6. City will not consider substitutions for acceptance (or, in City's sole discretion, City may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:
   a. Results in delay meeting construction Milestones or completion dates.
   b. Is indicated or implied on submittals without formal request from Contractor.
   c. Is requested directly by Subcontractor or supplier.
   d. Acceptance will require substantial revision of Contract Documents.
   e. Disrupts Contractor's job rhythm or ability to perform efficiently.
7. Substitute products shall not be ordered without written acceptance of City.
8. City will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
9. Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.

D. Contractor's Representation and Warranty:

1. Contractor's RFS constitute a representation and warranty that Contractor:
   a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
   b. Will provide the same warranty for substitution as for specified product.
   c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
   d. Waives claims for additional costs which may subsequently become apparent.
   e. Will compensate City for additional redesign costs associated with substitution.
   f. Will be responsible for Construction Schedule slippage due to substitution.
   g. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by City.
   h. Will compensate City for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against City, caused by late requests for substitutions or late ordering of products.

E. City's Duties:

1. Review Contractor's RFS with reasonable promptness.
2. Notify Contractor in writing of decision to accept or reject requested substitution.

F. Administrative Requirements:

1. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required City services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

4. PRODUCT DELIVERY REQUIREMENTS

A. Deliver products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

5. SHIPPING REQUIREMENTS

A. Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.

1. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of City.
2. Grease and lubricating oil shall be applied to all bearings and similar items.

B. Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

6. PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store products only in staging area per provisions of Document 01100 (Summary).

B. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.

C. For exterior storage of fabricated products, place on appropriate supports, above ground.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Store loose granular materials on solid flat surfaces in a well-drained area.

F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

H. Without limiting the foregoing:

1. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any subsuppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must be placed on wooden blocking. PVC pipe, geo-membranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.
4. Pumps, motors, electrical equipment, and all equipment with anti-friction or sleeve bearings shall be stored in weather-tight structures maintained at a temperature above 60°F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.
5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Contractor shall carefully follow manufacturer's storage instructions.

6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Contractor shall, at the discretion of City, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Contractor shall put new lubricants into the equipment at the time of acceptance.
8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.
10. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner than does not damage the equipment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 1620

PRODUCT OPTIONS

PART 1 GENERAL

1. SUMMARY

A. Procedures are described for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the specifications or approved for use in Addenda, which were not already the subject of a Document 00660 Substitution Request Form.

B. Related Documents

1. Document 01250: Modification Procedures
2. Document 01330: Submittals

2. CONTRACTOR'S OPTIONS

A. For products specified only by reference standard: Select any product meeting that standard.

B. For products specified by naming one or more products or manufacturers:

1. Select products of any named manufacturer meeting specifications.
2. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS).

3. SUBSTITUTIONS

A. Except as provided in Document 00200 Instructions to Bidders with respect to "or equal" items, City and Engineer will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of substantial completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for work on the Project).

B. Submit separate RFS (and four copies) for each product and support each request with:

1. Product identification
2. Manufacturer's literature
3. Samples, as applicable
4. Name and address of similar projects on which product has been used, and dates of installation
5. Name, address and telephone number of manufacturer's representative or sales engineer
6. For construction methods: Detailed description of proposed method;

Drawings illustrating methods.

C. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations, including but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed.

D. State whether the substitute will require a change in any of the Contract documents (or provisions of any other direct contract with City for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

E. All variations of the proposed substitute from that specified will be identified in the RFS and available maintenance, repair and replacement service will be indicated.

F. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract price, including but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors effected by the resulting change, all of which will be considered by City in evaluating the proposed substitute. City may require Contractor to furnish additional data about the proposed substitute.

G. City will not consider substitutions for acceptance when:

1. They will result in delay meeting construction milestones or completion dates.
2. They are indicated or implied on submittals without formal request from Contractor.
3. After Bid Opening Date and after Award of Contract, they are requested directly by subcontractor or supplier.
4. Acceptance will require substantial revision of Contract Documents.
5 They disrupt Contractor's job rhythm or ability to perform efficiently.

H. Substitute products shall not be ordered without written acceptance of City.

I. City will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

J. Accepted substitutions will be evidenced by a change order. All Contract Documents requirements apply to Work involving substitutions.

4. CONTRACTOR'S REPRESENTATION AND WARRANTY

A. Requests constitute a representation and warranty that Contractor:
   1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product
   2. Will provide the same warranty for substitution as for specified product
   3. Will coordinate installation and make other changes, which may be required for Work to be complete in all respects
   4. Waives claims for additional costs, which may subsequently become apparent
   5. Will compensate City for additional redesign costs associated with substitution
   6. Will be responsible for Construction Schedule slippage due to substitution
   7. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that is subsequently rejected by City.
   8. Will compensate City for all costs; including extra costs of Contract, extra cost to other contractors, and any claims brought against City, caused by late requests for substitutions or late ordering of products.

5. CITY'S DUTIES

A. Review Contractor's RFS with reasonable promptness.

B. Notify Contractor in writing of decision to accept or reject requested substitution.

6. ADMINISTRATIVE REQUIREMENTS

Specified products, materials, or systems for Project may include engineering or on-file standards required by the Regulatory Agency. Contractor's substitution of products, materials or systems may require either additional engineering, testing, reviews, approvals, assurances, or other information for compliance with Regulatory Agency requirements or both. Contractor shall provide all agency approvals or other additional information required and pay additional costs for required City or Engineer's services made necessary by the substitution at no increase in Contract Sum or schedule time, and as a part of substitution proposal.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 1620

PRODUCT OPTIONS

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DOCUMENT 01715

EXISTING UNDERGROUND FACILITIES

PART 1 GENERAL

1. PUBLIC FACILITIES AFFECTED

A. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.

B. Contractor's attention is directed to the existence of underground sewer, water, gas, power, telephone, and cable lines and other utilities within the areas in which Work is to be performed. Contractor shall, at least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify Underground Service Alert (USA North) at 1-800-227-2600 or 811.

2. PRIVATE FACILITIES AFFECTED

No attempt has been made to locate private utilities on private property such as sprinkler irrigation systems or electrical conduits. Contact the property owners prior to construction.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01715

EXISTING UNDERGROUND FACILITIES

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DOCUMENT 01731

CUTTING AND PATCHING

PART 1 - GENERAL

1. RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

2. SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

1. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
   a. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 15 and 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

3. DEFINITIONS

A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

4. SUBMITTALS

Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.

Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.

Products: List products to be used and firms or entities that will perform the Work.

Dates: Indicate when cutting and patching will be performed.

Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

City Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

5. QUALITY ASSURANCE

Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

Cutting and patching of structural members shall be performed only by structural steel erector.

Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

Primary operational systems and equipment.

Air or smoke barriers.

Fire-protection systems.

Control systems.

Communication systems.

Conveying systems.

Electrical wiring systems.

Operating systems of special construction in Division 13 Sections.

Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

Water, moisture, or vapor barriers.

Membranes and flashings.

Exterior curtain-wall construction.

Equipment supports.

Piping, ductwork, vessels, and equipment.

Noise- and vibration-control elements and systems.

Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.

Processed concrete finishes.

Ornamental metal.

Matched-veneer woodwork.

Preformed metal panels.

Firestopping.

Stucco and ornamental plaster.

Aggregate wall coating.

Wall covering.

HVAC enclosures, cabinets, or covers.

Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

6. WARRANTY

Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

1. MATERIALS

General: Comply with requirements specified in other Sections of these Specifications.

Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

2. EXAMINATION

Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3. PREPARATION

Temporary Support: Provide temporary support of Work to be cut.

Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

4. PERFORMANCE

General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

Concrete, Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.

Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

DOCUMENT 01731

CUTTING AND PATCHING

Proceed with patching after construction operations requiring cutting are complete.

Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.

DOCUMENT 01740

CLEANING

PART 1 GENERAL

1. PROGRESS CLEANING

A. Contractor shall perform periodic cleaning to ensure that any streets and other City and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.

B. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.

C. Contractor shall keep all streets clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.

D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).

E. Disposal of Materials:

1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
3. Contractor is cautioned that the County of Santa Clara and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
4. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.

F. All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to City. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each

affected property owner will be required releasing Contractor, Santa Clara County, City and any City consultant from future liability.

G. If Contractor does not properly clean the Site, in the opinion of City, then City shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

2. FINAL CLEANING

A. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.

B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.

C. Repair, patch, and touch up marred surfaces to match adjacent finishes.

D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.

F. Clean Site; mechanically sweep paved areas.

G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01770

CONTRACT CLOSEOUT

PART 1 GENERAL

1. SUMMARY

This document describes contract closeout procedures including:

A. Removal of temporary construction facilities

B. Substantial Completion

C. Final Completion

D. Final Cleaning

E. Project record documents

F. Material, equipment and Finish Data

G. Miscellaneous Project Record Submittals

H. Project Guarantee

I. Warranties

J. Turn-In

K. Release of Claims

L. Fire Inspection Coordination

M. Building Inspection Coordination

N. Liquidated Damages

2. REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore permanent facilities used during construction to specified condition.

D. Comply with paragraph 1.12 of Document 1500 (Temporary Facilities and Controls).

3. SUBSTANTIAL COMPLETION

A. When Contractor considers Work or designated portion of the Work as substantially complete, Contractor shall submit written notice to City, with list of items to be completed or corrected. The term "Substantial Completion" is defined in Document 01420 References and Definitions.

B. Within reasonable time City will inspect to determine status of completion.

C. Should City determine that Work is not substantially complete, City will promptly notify Contractor in writing, listing all defects and omissions.

D. Contractor shall remedy deficiencies and send a second written notice of substantial completion to the City. Upon receipt of proper notice the City will re-inspect the Work. If deficiencies previously noted are not corrected on re-inspection, then Contractor shall pay the cost of the re-inspection.

E. When City concurs that Work is substantially complete, City will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be complete or corrected as verified by City and Engineer.

F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by City, all associated training completed and all spare parts and O & M manuals turned over to the City before a Certificate of Substantial Completion will be issued. The term "Substantial Completion" is defined in Document 01420 References and Definitions. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the work by Contractor, Contractor through City will reimburse these visits.

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

4. FINAL COMPLETION

A. Final Completion is defined in Document 01420 References and Definitions. Final Completion occurs when Work meets requirements for City's Final Acceptance. When Contractor considers Work is finally complete, submit written certification that:

1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
2. Except for Contractor maintenance after Final Acceptance, Work has been

completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of City's representative, and are operative. All user manuals and warranties have been submitted and accepted by the City.

3. Work is complete and ready for final inspection.

B. In addition to submittals required by conditions of Contract, Contractor shall provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

C. When City finds Work is acceptable and final submittal is complete, City will issue final change order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should Engineer or City determine that Work is incomplete or defective:

1. City promptly will so notify Contractor, in writing, listing the incomplete or defective items.
2. Contractor shall promptly remedy the deficiencies and notify the City when it is ready for re-inspection.
3. When Engineer and City determine that the Work is acceptable under the Contract Documents, City will request Contractor to make closeout submittals.

D. Final adjustments of accounts:

1. Contractor shall submit a final statement of accounting to City, showing all adjustments to the Contract Sum and complete and execute Document 00650 Agreement and Release of Any and All Claims.
2. If so required, City shall prepare a final Change Order for submittal to Contractor, showing adjustment to the Contract Sum that were not previously made into a Contract Modification.

5. FINAL CLEANING

A. Execute final cleaning prior to final inspection.

B. Clean surfaces as required to comply with building codes and regulations.

C. Restore staging areas to original condition.

D. Remove waste and surplus materials, rubbish, and construction facilities from Site.

6. MATERIAL, EQUIPMENT AND FINISH DATA

Contractor shall submit two sets of data for primary materials, equipment and finishes as

required under each specification document prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers to City for City's records.

7. MISCELLANEOUS PROJECT RECORD SUBMITTALS

Refer to other Specification Documents for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to City for City's records.

8. PROJECT GUARANTEE

A. Requirements for Contractor's guarantee of completed Work are included in Document 00700 General Conditions, Paragraph 9. Contractor shall guarantee Work done under Contract against failures, leaks or breaks or other unsatisfactory conditions due to defective equipment, materials or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of two years from date of Final Acceptance.

B. Neither recordation of final acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by City shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

C. City may make repairs to defective Work as set forth in paragraph 1.09.C of Document 00700 General Conditions, if, within 5 working days after mailing of written notice of defective work to Contractor or authorized agent, Contractor shall neglect to make or undertake repair with due diligence; provided, however, that in case of leak or emergency where, in opinion of City, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to Contractor, and Contractor shall pay cost thereof.

D. If, after installation, operation or use of materials or equipment to be furnished under Contract proves to be unsatisfactory to City, City shall have right to operate and use materials or equipment until it can, without damage to City, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Document shall be construed to limit, relieve or release Contractor's, subcontractors' and equipment suppliers' liability to City for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees or subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be

deemed to be, waiver by City of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

9. WARRANTIES

A. Execute Contractor's submittals and assemble warranty documents, and operations and maintenance manuals, executed or supplied by subcontractors, suppliers, and manufacturers.

1. Provide table of contents and assemble in 8-1/2 inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
2. Include contact names and phone numbers for City personnel to call during warranty period.
3. Assemble in Specification Document order.

B. Submit material prior to final application for payment.

1. For equipment put into use with City's permission during construction, submit within ten (10) working days after first operation.
2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten (10) working days after acceptance, listing date of acceptance as start of warranty period.

C. Warranties are intended to protect City against failure of work and against deficient, defective and faulty materials and workmanship, regardless of sources.

D. Limitations: Warranties are not intended to cover failures that result from the following:

1. Unusual or abnormal phenomena of the elements
2. Vandalism after substantial completion
3. Insurrection or acts of aggression including war

E. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than 730 days after corrected Work was done, whichever is later.

G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

H. Warranty Forms: Submit drafts to City for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.

1. Warranty shall be countersigned by manufacturers.
2. Where specified, warranty shall be countersigned by subcontractors and installers.

I. Rejection of Warranties: City reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

J. Term of Warranties: For materials, equipment, systems and workmanship warranty period shall be one (1) years minimum from date of final completion of entire Work except where:

1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.
2. Materials, equipment or systems are put into beneficial use of City prior to Final Completion as agreed to in writing by City.

K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to City free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this Paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of City.

10. TURN-IN

Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits and keys issued to Contractor during prosecution of Work are turned in to City.

11. RELEASE OF CLAIMS

Contract Documents will not be closed out and final payment will not be made until Document 00650 Agreement and Release of Any and All Claims, is completed and executed by Contractor and City.

12. FIRE INSPECTION COORDINATION

Contractor shall coordinate fire inspection and secure sufficient notice to City to permit convenient scheduling.

13. BUILDING INSPECTION COORDINATION

Contractor shall coordinate with City inspectors as required.

14. LIQUIDATED DAMAGES

If assessment of Liquidated damages as provided by Contract Documents occurs during the project, such assessment shall stop at the date the Contractor achieves Substantial Completion. Contractor shall then have a period of 30 calendar days to complete all activities to achieve Final Completion. If Final Completion is not achieved in this period, Liquidated Damages will resume at the daily rates in Document 00520 until such time as Final Completion is achieved by the Contractor

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01770

CONTRACT CLOSEOUT

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DOCUMENT 01780

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1. SUMMARY

A. This document specifies administrative and procedural requirements for Project Record Documents.

B. Project Record Documents required include:

1. Marked-up copies of Contract Plans
2. Marked-up copies of Shop Drawings
3. Newly prepared Drawings
4. Marked-up copies of Specifications, Addenda, Change Orders and other Contract Modifications
5. Marked-up Project Data submittals
6. Record Samples
7. Field records for variable and concealed conditions
8. Record information on Work that is recorded only schematically

C. Specific Project Record Documents requirements that expand requirements of this Document are included in the individual Documents of the Specifications.

D. General Project closeout requirements are included in Document 01770 "Contract Closeout".

E. Maintenance of Documents and Samples:

1. Store Project Record Documents and samples in the field office apart from Contract Documents used for construction.
2. Do not permit Project Record Documents to be used for construction purposes.
3. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.
4. Make documents and samples available at all times for inspection by Engineer and City.

F. City will provide one set of the construction drawings and one project manual for Contractor's use for recording as-built conditions.

2. PROJECT RECORD DRAWINGS

A. Mark-up Procedure: During the construction period, maintain a set of blueline or blackline prints of Contract Plans and Shop Drawings for Project Record Document purposes. Label each document (on first sheet or page) "PROJECT RECORD" in 2 in. high printed letters. Keep record documents current. Note: A reference by number to a Change Order, Construction Change Directive,

PROJECT RECORD DOCUMENTS

RFI, RFQ, Field Instructions or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.

1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
   a. Dimensional changes to the Drawings
   b. Revisions to details shown on the Drawings
   c. Depths of various elements of foundation in relation to main floor level or survey datum.
   d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
   e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
   f. Establish locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, and similar items.
   g. Provide actual numbering of each electrical circuit.
   h. Field changes of dimension and detail.
   i. Revisions to routing of piping and conduits
   j. Revisions to electrical circuitry
   k. Actual equipment locations
   l. Duct size and routing
   m. Changes made by Change Order, Construction Change Directive or Field Instruction
   n. Details not on original Contract Plans
2. Mark completely and accurately Project Record Drawing prints of Contract Plans or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Plans location.
3. Mark Project Record Drawing sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note Construction Change Directive numbers; Field Instruction numbers; alternate numbers; Change Order numbers and similar identification.
6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
   a. Accurately record information in an understandable and legible

drawing technique.

b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with City and Engineer. These drawings shall be submitted to MTH Engineers to prepare a full set of AutoCAD plots of the Contract Plans and Shop Drawings.

1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWINGS" in a prominent location on each Drawing.
2. Refer instances of uncertainty to City for resolution.
3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates and other information on cover sheets.

C. Distribution of Marked-Up Drawings: Submit the marked-up Project Record Drawings set to City for City's records.

D. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.

E. In addition to requirements of this Document, comply with supplemental requirements of Divisions 15 and 16.

F. Where Divisions 2 to 16 of the Specifications require the preparation of large scale, detailed layout drawings of the Work of those Divisions. These layout drawings are not Shop Drawings as defined by Document 00700 (General Conditions), but together with Shop Drawings or layout drawings of all other affected Documents are used to check, coordinate, and integrate the work of the various Documents.

Include these layout drawings as part of the Project Record Documents.

3. PROJECT RECORD SPECIFICATIONS

During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Document purposes.

A. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and

Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order, Construction Change Directive and Field Instruction work, and information on concealed installation that would be difficult to identify or measure and record later.

1. In each Specification Document where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
4. Upon completion of mark-up, submit Project Record Specifications to City for City's records.

5. PROJECT RECORD PRODUCT DATA

A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.

1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the site, and changes in manufacturer's instructions and recommendations for installation.
2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
4. Upon completion of mark-up, submit a complete set of Project Record Product Data to City for City's records.
5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
6. The prime Contractor is responsible for mark-up and submittal of record Project Record Product Data for its own Work.

B. MATERIAL, EQUIPMENT AND FINISH DATA

1. Provide data for primary materials, equipment and finishes as required under each specification document.
2. Submit two sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide

typewritten table of contents for each volume.

3. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:
   a. Trade names.
   b. Model or type numbers.
   c. Assembly diagrams.
   d. Operating instructions.
   e. Cleaning instructions.
   f. Maintenance instructions.
   g. Recommended spare parts.
   h. Product data.

6. MISCELLANEOUS PROJECT RECORD SUBMITTALS

Refer to other Specification Documents for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the City for City's records. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following

A. Field records on excavations and foundations

B. Field records on underground construction and similar work

C. Survey showing locations and elevations of underground lines

D. Invert elevations of drainage piping

E. Surveys establishing building lines and levels

F. Authorized measurements utilizing unit prices or allowances

G. Records of plant treatment

H. Ambient and substrate condition tests

I. Certifications received in lieu of labels on bulk products

J. Batch mixing and bulk delivery records

K. Testing and qualification of tradespersons

L. Documented qualification of installation firms

M. Load and performance testing

N. Inspections and certifications by governing authorities

O. Leakage and water-penetration tests

P. Fire resistance and flame spread test results

Q. Final inspection and correction procedures

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

1. RECORDING

Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project. City and/or Engineer may periodically review Project Record Documents to assure compliance with this requirement.

2. SUBMITTAL

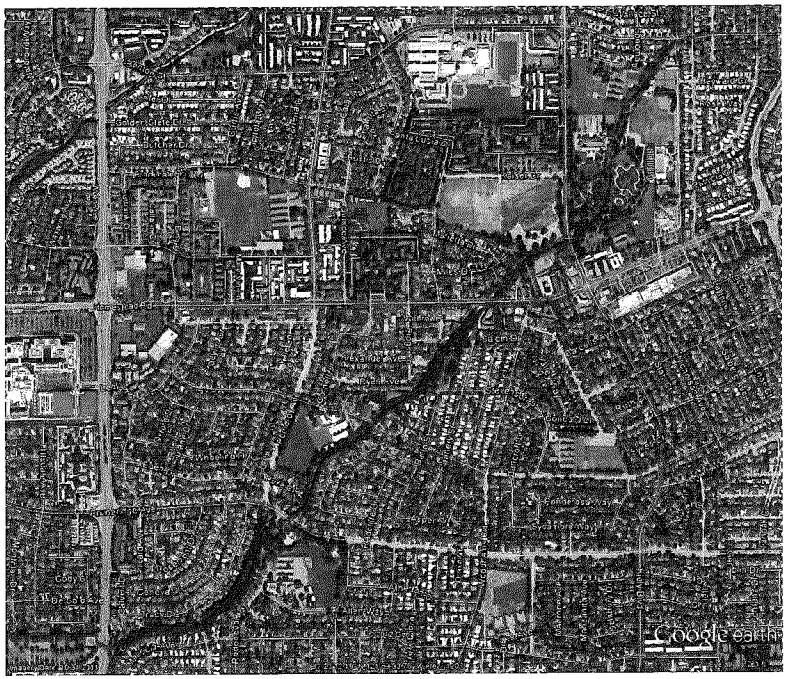
A. At completion of Project, deliver record documents to City.

B. Accompany submittal with transmittal letter containing:

Date
Project title and number
Contractor's name and address
Number and title of each record documents
Certification that each document as submitted is complete and accurate, and signature of Contractor, or Contractor's authorized representative

END OF DOCUMENT

SERRA – BROKAW
60 kV RECONDUCTOR TRANSMISSION LINE PROJECT



BIOLOGICAL RESOURCE NOTES TO AVOID IMPACTS TO WATER QUALITY:

1. WORK WILL PROCEED DURING DAYS WHEN RAIN IS NOT OCCURRING AND IS NOT PREDICTED OF OCCUR (I.E., LESS THAN 30 PERCENT CHANCE) DURING THE WORK PERIOD.
2. NO WOODY DEBRIS, VEGETATION, SOIL, SILT, SAND, SLASH, SAWDUST, CEMENT, CONCRETE, WASHINGS, PETROLEUM PRODUCTS, ROAD TREATMENT CHEMICALS, OR OTHER ORGANIC OR EARTHEN MATERIAL WILL BE ALLOWED TO ENTER OR BE PLACED WHERE IT MAY BE WASHED BY RAINFALL OR RUNOFF INTO SARATOGA CREEK. ANY LOOSE SOIL OR MATERIALS STOCKPILES LEFT IN AN AREA WHERE THESE MATERIALS COULD POTENTIALLY WASH INTO THE CREEK WILL BE PROTECTED BY SILT FENCE OR OTHER MEASURES.
3. FELL MATERIAL FROM TRIMMINGS, SUCH AS WOODY DEBRIS AND VEGETATION, WILL BE CONTAINED IMMEDIATELY AND HAULED OFF-SITE.
4. NO EQUIPMENT WILL BE OPERATED WITHIN THE ORDINARY HIGH WATER MARKS (OHWMS) OF SARATOGA CREEK.
5. MACHINERY WILL BE REFUELED AT LEAST 60 FEET FROM THE TOP-OF-BANK, AND A SPILL PREVENTION AND RESPONSE PLAN WILL BE IMPLEMENTED,
6. SOIL WILL BE EXCAVATED BY HAND DIGGING HOLES, OR BY USING TRUCK-MOUNTED OR PORTABLE AUGERS. TRUCK-MOUNTED AUGERS WILL NOT BE USED IN AREAS WHERE EQUIPMENT OPERATION COULD IMPACT RIPARIAN OR AQUATIC HABITAT.
7. LINE PULLING AND TENSIONING WILL NOT OCCUR WITHIN THE OHWMS OF SARATOGA CREEK. NO LINES WILL BE DRAGGED THROUGH THE CREEK WHERE THIS COULD DISTURB THE CHANNEL.
8. SOIL WILL BE EXCAVATED AND WILL IMMEDIATELY (WITHIN ONE DAY) BE USED AS BACKFILL AROUND NEW POLES. EXCESS SOIL WILL BE REMOVED FROM THE PROJECT WORK AREA AT THE END OF EACH DAY OR PROTECTED FROM EROSION BY USE OF SILT FENCE AND FIBER ROLLS.
9. NO HOLES WILL BE LEFT OPEN AND UNCOVERED OVERNIGHT.
10. STANDARD EROSION CONTROL AND SLOPE STABILIZATION MEASURES, SUCH AS FIBER ROLLS, EROSION CONTROL BLANKETS, SILT FENCES, AND OTHERS WILL BE REQUIRED FOR WORK PERFORMED IN ANY AREA WHERE EROSION COULD LEAD TO SEDIMENTATION OF A BODY OF WATER.

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REV	DESCRIPTION REVISION RECORD	DRAFTR	DATE	DESIGNED	DATE	CKED	DATE	APP'D	DATE
0	ISSUED FOR CONSTRUCTION	DJW	03/2014	BJH	03/2014	GS	03/2014		

SILICON VALLEY POWER
CITY OF SANTA CLARA

SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
COVER AND TITLE SHEET

REF. | SCALE:
W.O. | DWG. SVP11-D-CDD1 | 0

Silicon Valley Power

SHEET NO. 1 OF 1

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI	ENGINEERING STANDARD	DRAWN BY: DJW/ECI
APPROVED: GS/ECI	60kV SERRA–BROKAW RECONDUCTOR ROUTE MAP CITY OF SANTA CLARA	SHEET 1 OF 1
		DRAWING NO: SVP11–A–C002 REV 0

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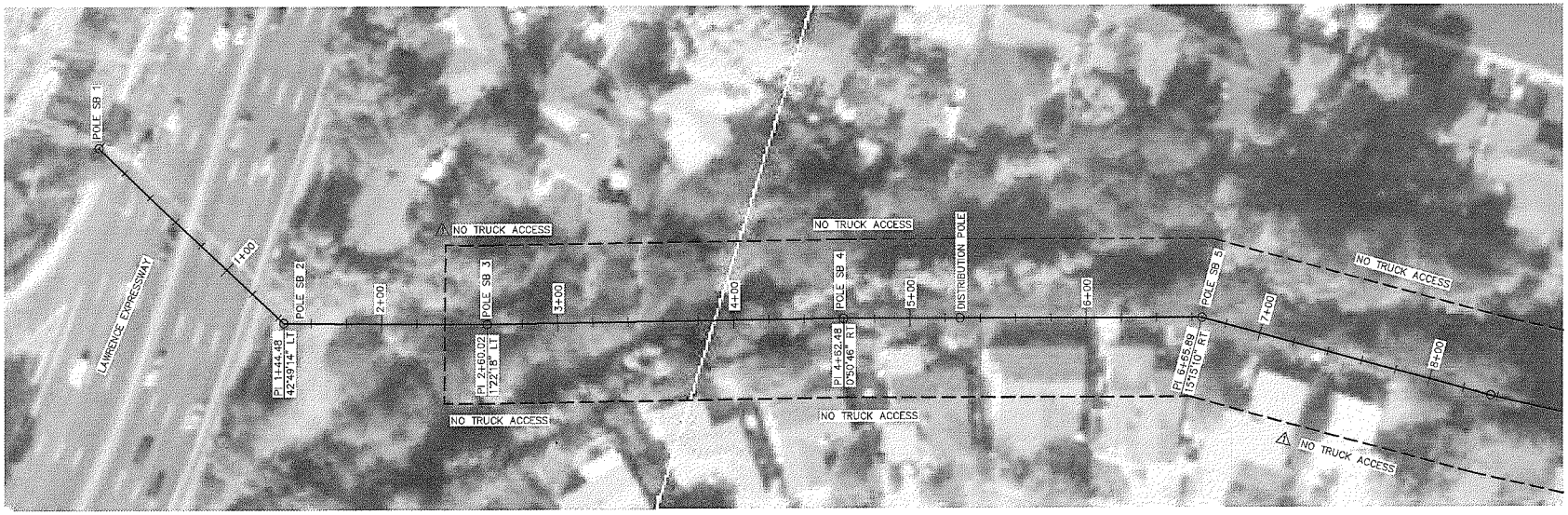

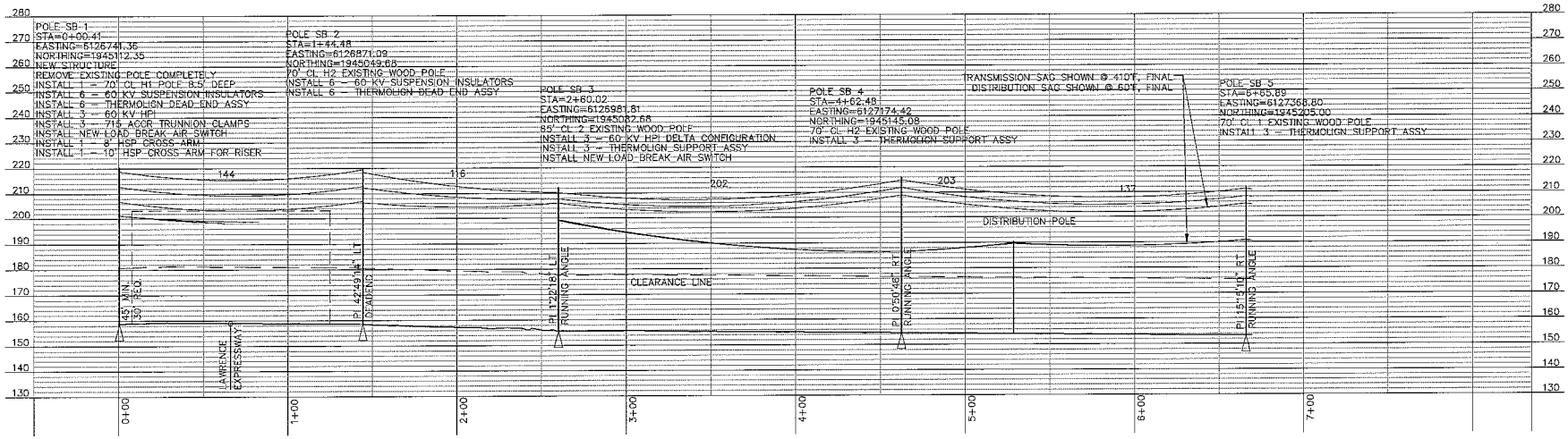

NOTES:

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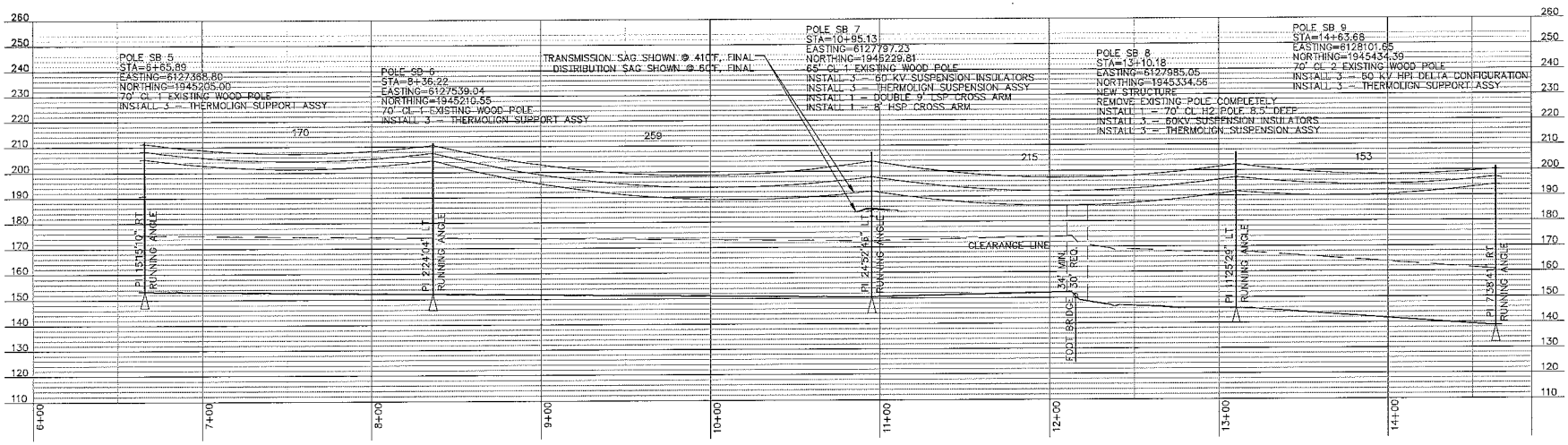
SILICON VALLEY POWER
CITY OF SANTA CLARA

SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.
W.O.
SCALE: HOR: 1"=30' VERT: 1"=20'
DWG. SVP11–D–T004 1

Silicon Valley Power

SHEET NO. 1 OF 16



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SILICON VALLEY POWER
CITY OF SANTA CLARA

SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.
W.O.
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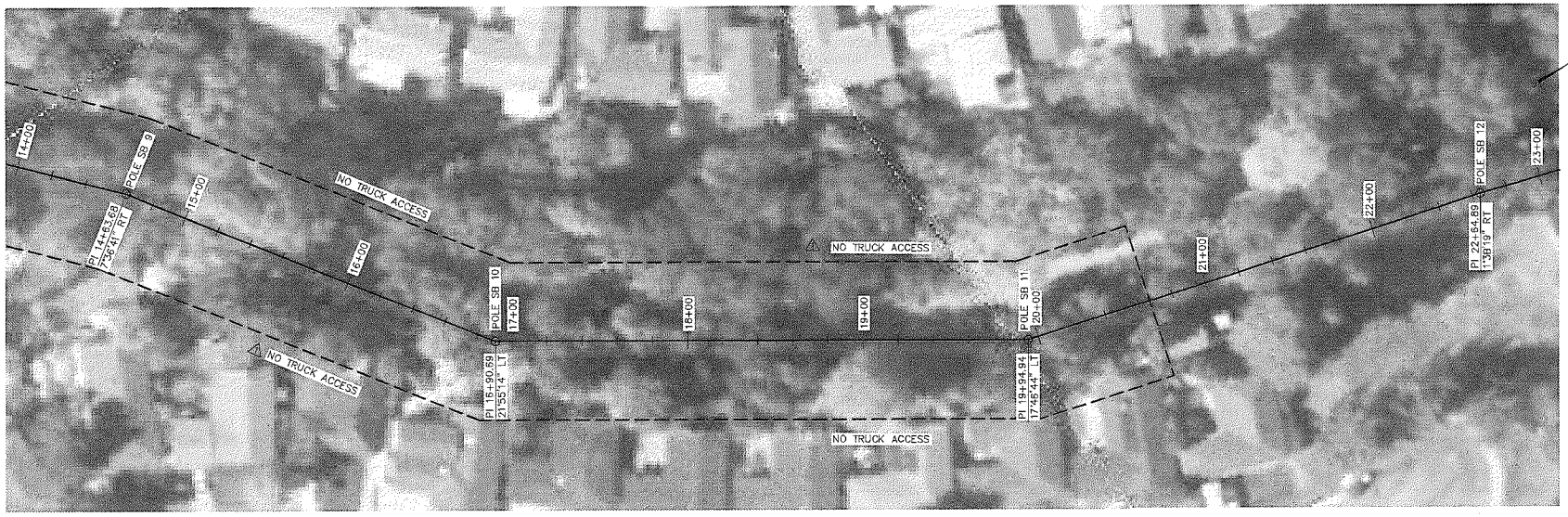
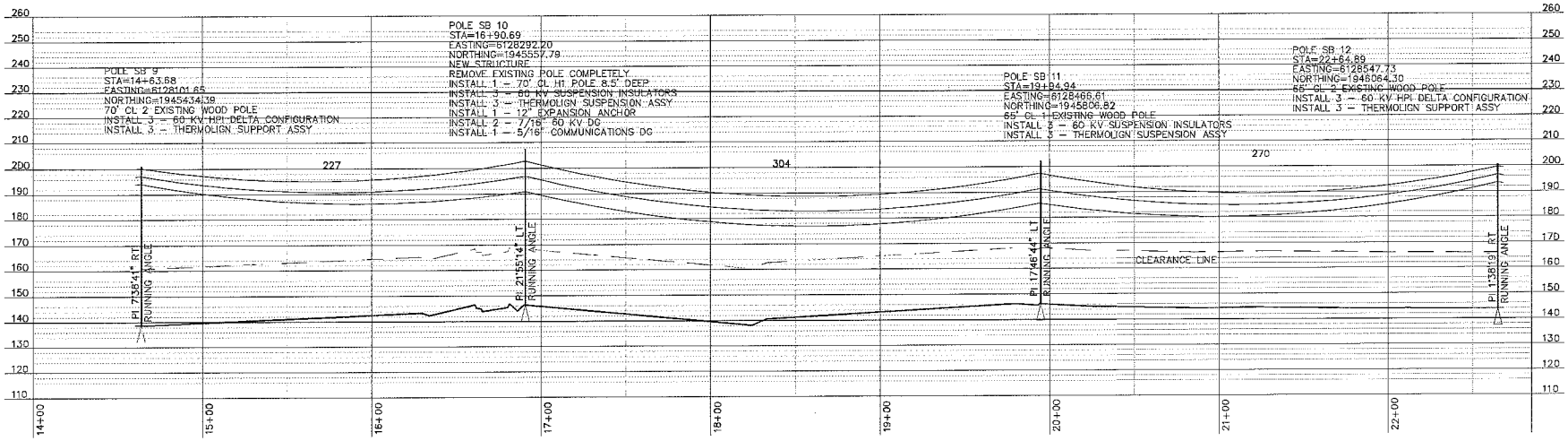
DWG. SVP11-D-T004 1

Silicon Valley Power

SHEET NO. 2 OF 16





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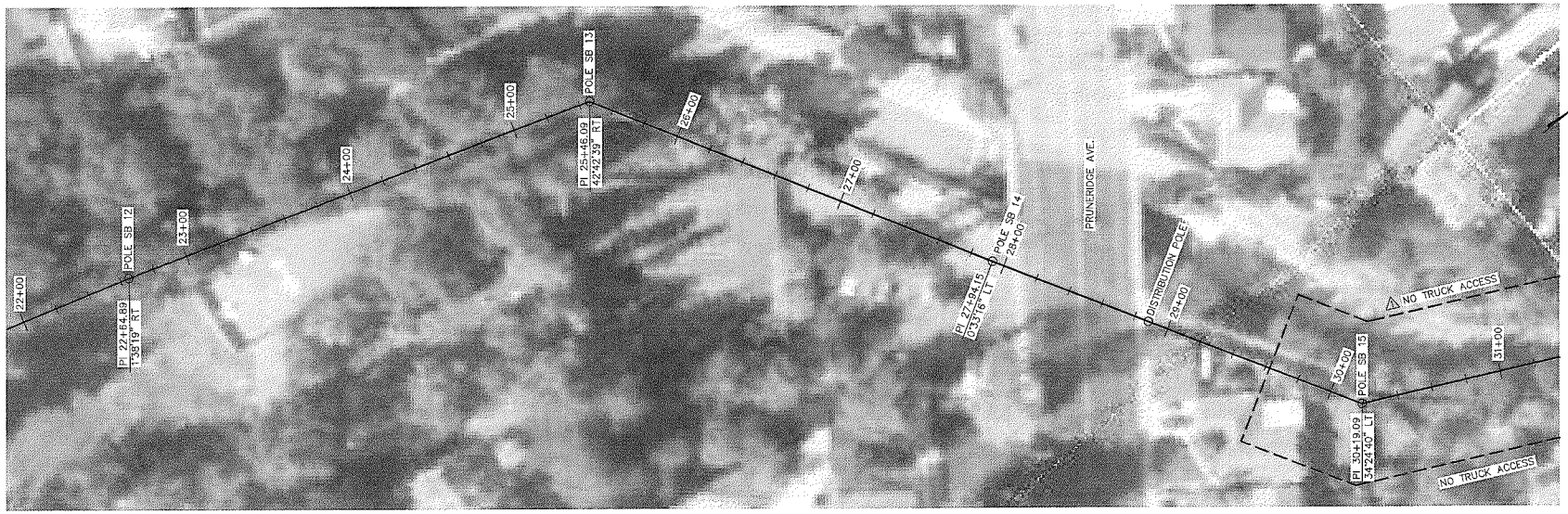
SILICON VALLEY POWER
CITY OF SANTA CLARA

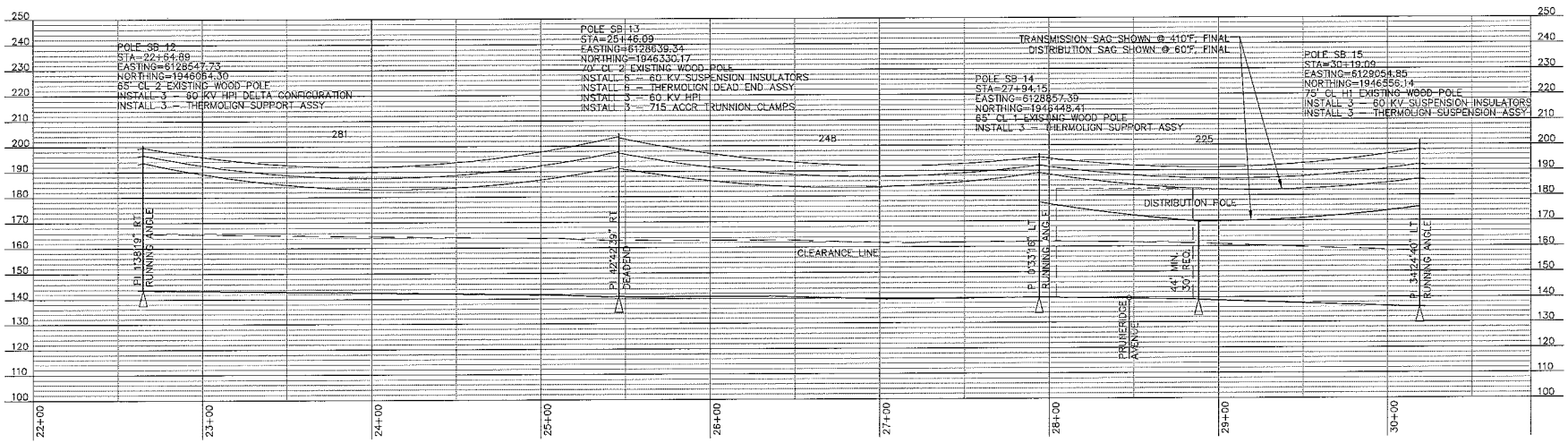
SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.
SCALE: HOR: 1"=30' VERT: 1"=20'
W.O.
DWG. SVP11-0-T004 1

Silicon Valley Power

SHEET NO. 3 OF 16





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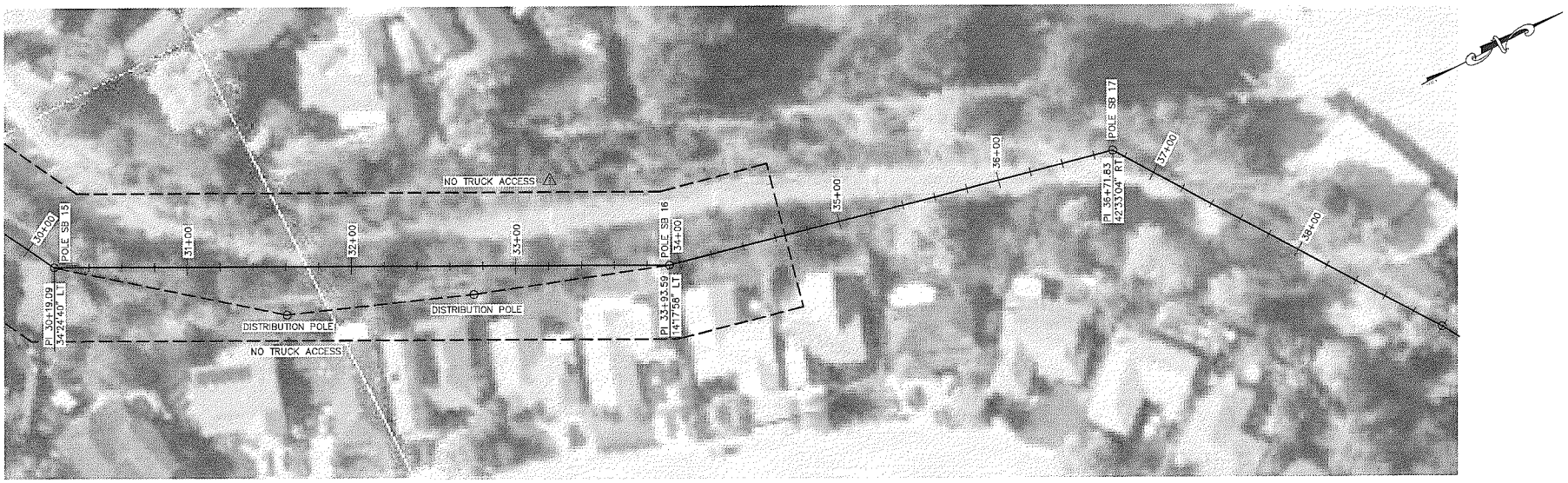
SILICON VALLEY POWER
CITY OF SANTA CLARA

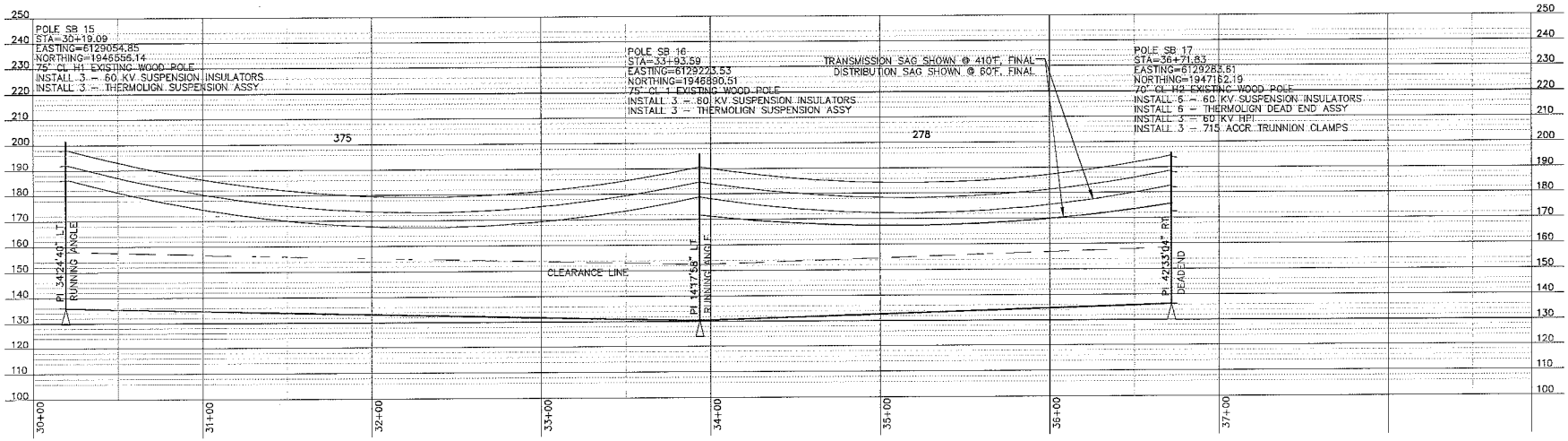
SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.
SCALE: HOR: 1"=30' VERT: 1"=20'
W.O.
DWG. SVP11-D-T004 1

Silicon Valley Power

SHEET NO. 4 OF 16





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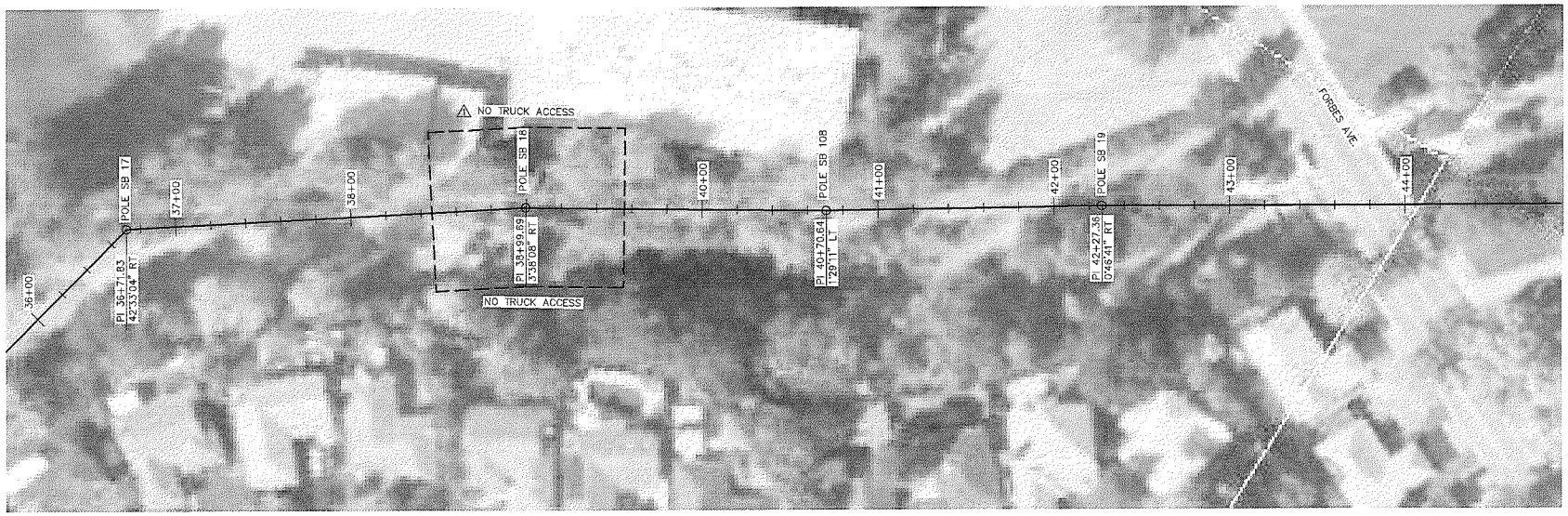
SILICON VALLEY POWER
CITY OF SANTA CLARA

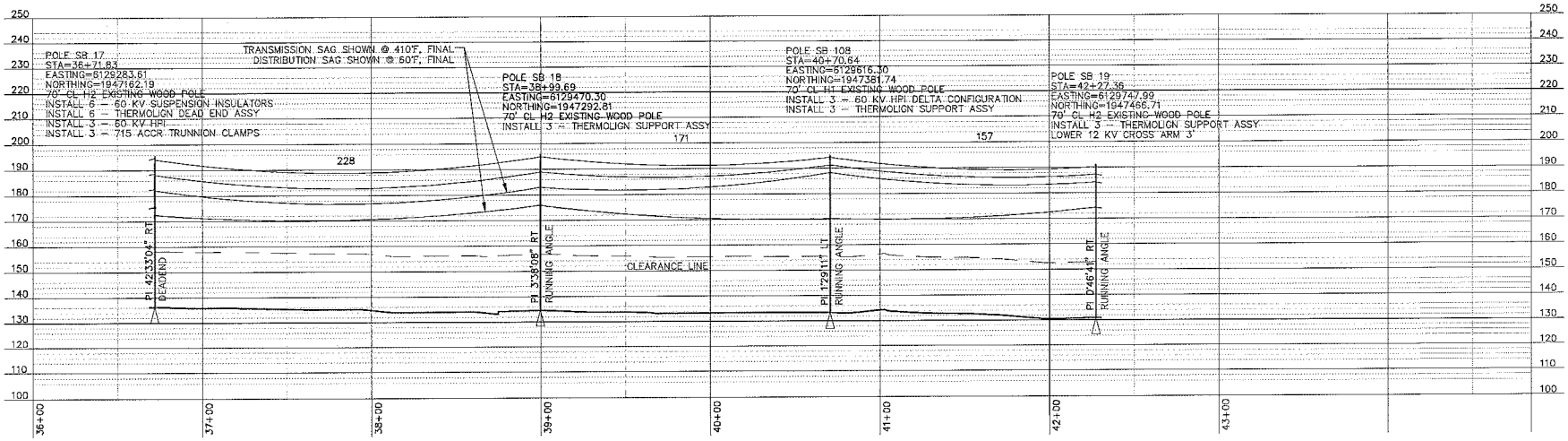
SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.
W.O.
SCALE: HOR: 1"=30' VERT: 1"=20'
DWG. SVP11–D–T004 1

Silicon Valley Power

SHEET NO. 5 OF 16





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SILICON VALLEY POWER

CITY OF SANTA CLARA

SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.

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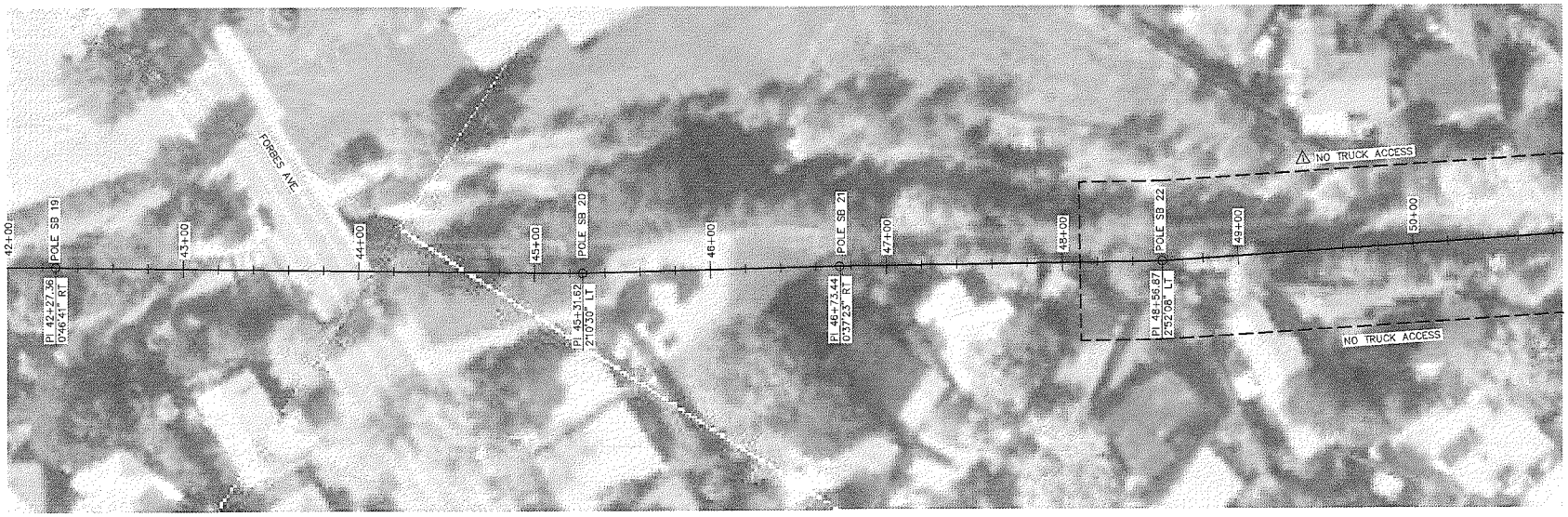
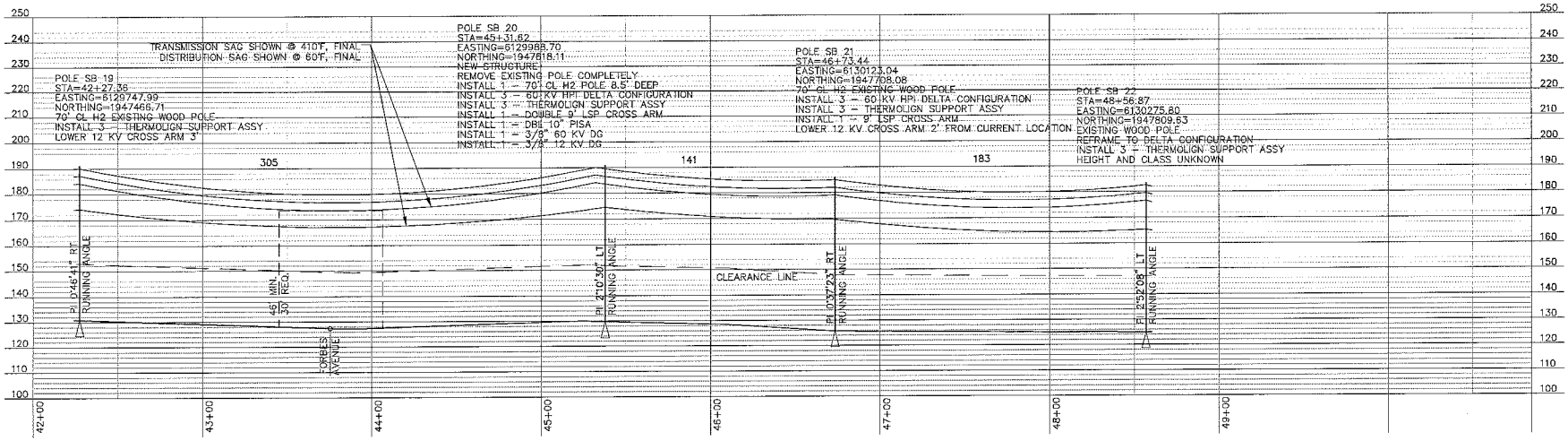
DWG. SVP11-D-T004 1

Silicon Valley Power

SHEET NO. 6 OF 16





NOTES:

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SILICON VALLEY POWER

CITY OF SANTA CLARA

SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.

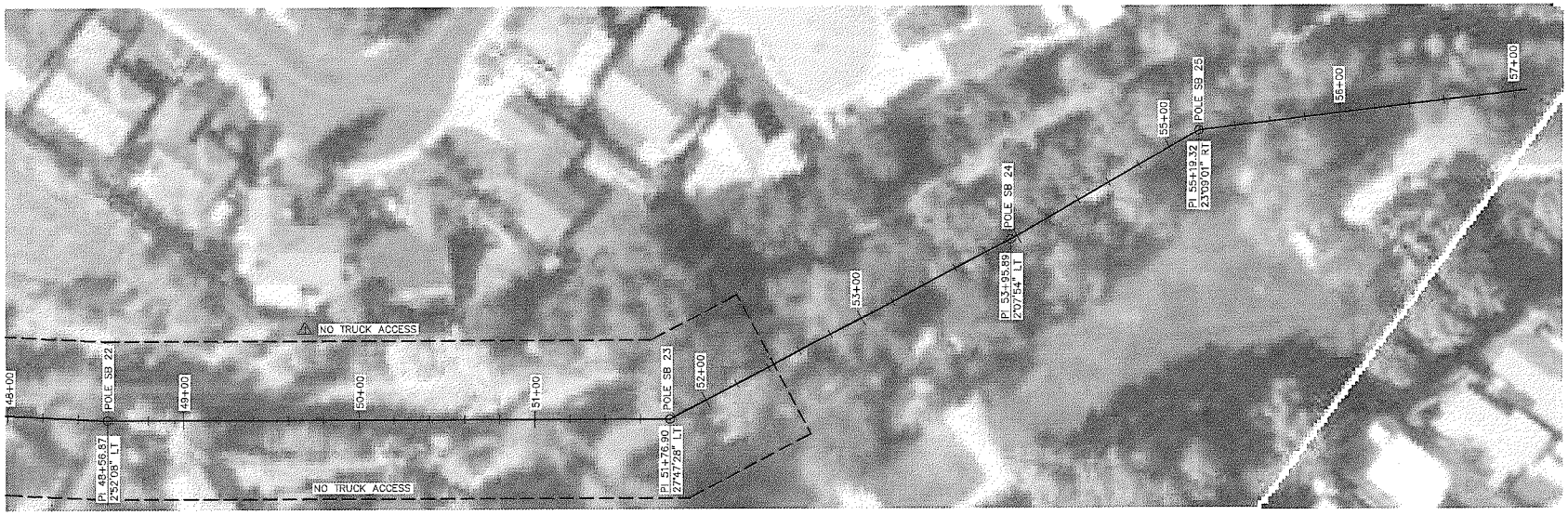
SCALE: HOR: 1"=30' VERT: 1"=20'

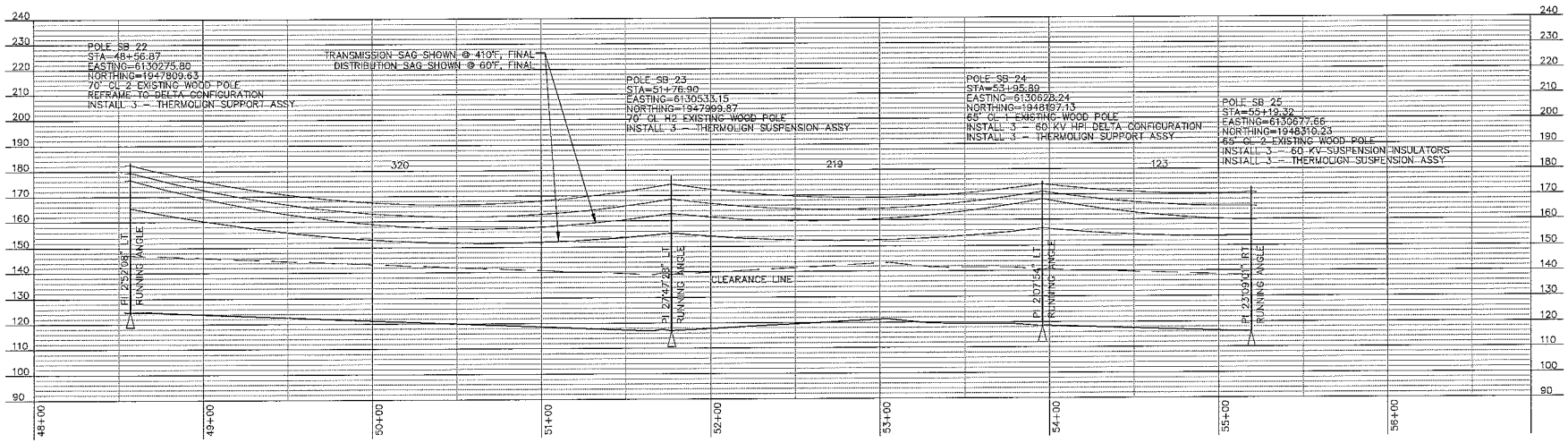
W.O.

DWG. SVP11-D-T004 1

Silicon Valley Power

SHEET NO. 7 OF 16





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CITY OF SANTA CLARA

SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

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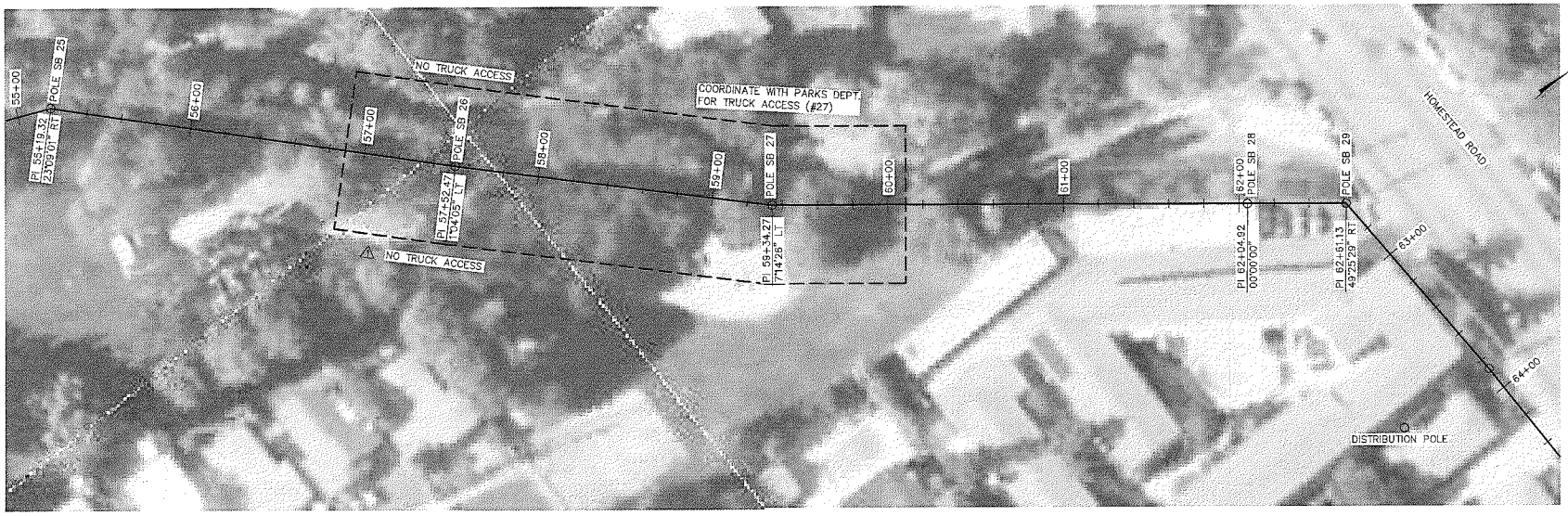
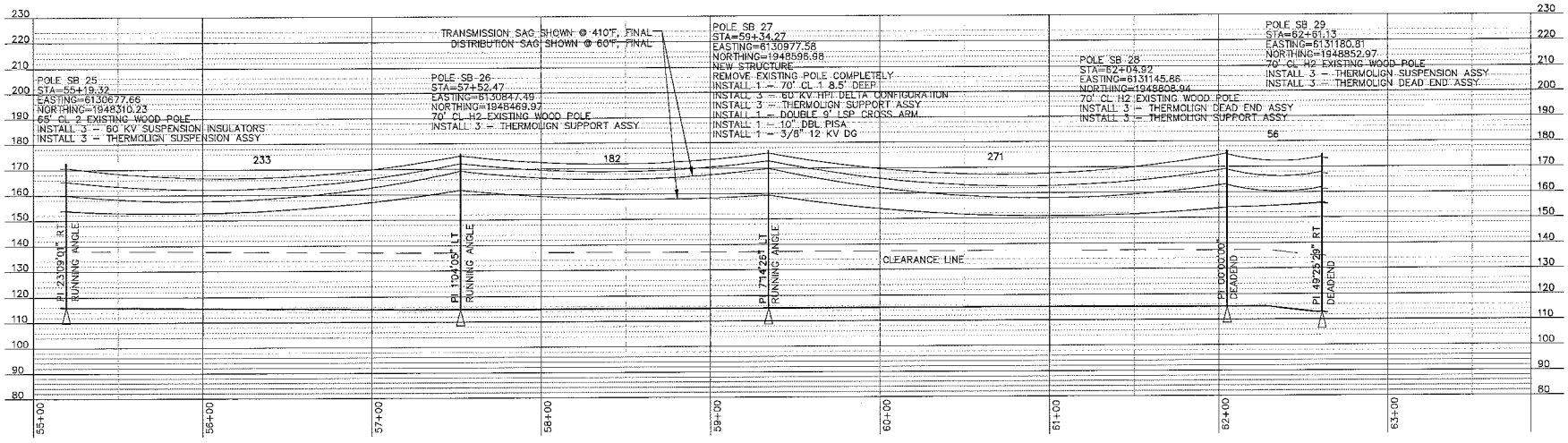
W.O.
DWG. SVP11-D-T004 1

Silicon Valley Power

SHEET NO. 8 OF 16





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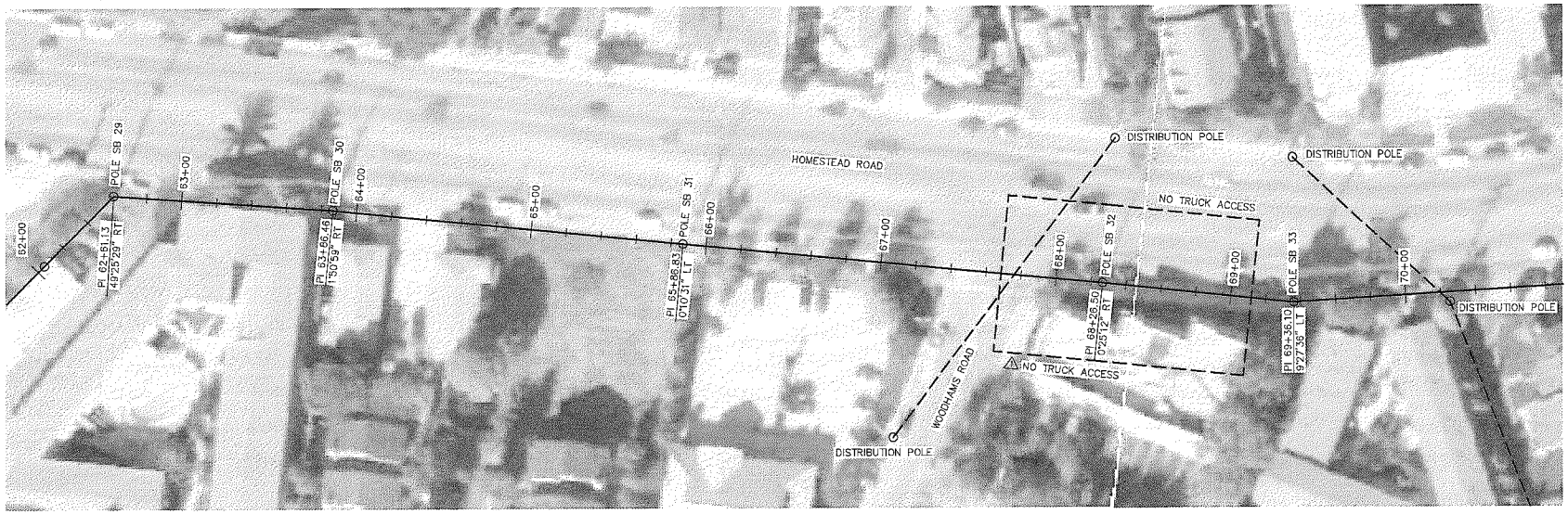
SILICON VALLEY POWER
CITY OF SANTA CLARA

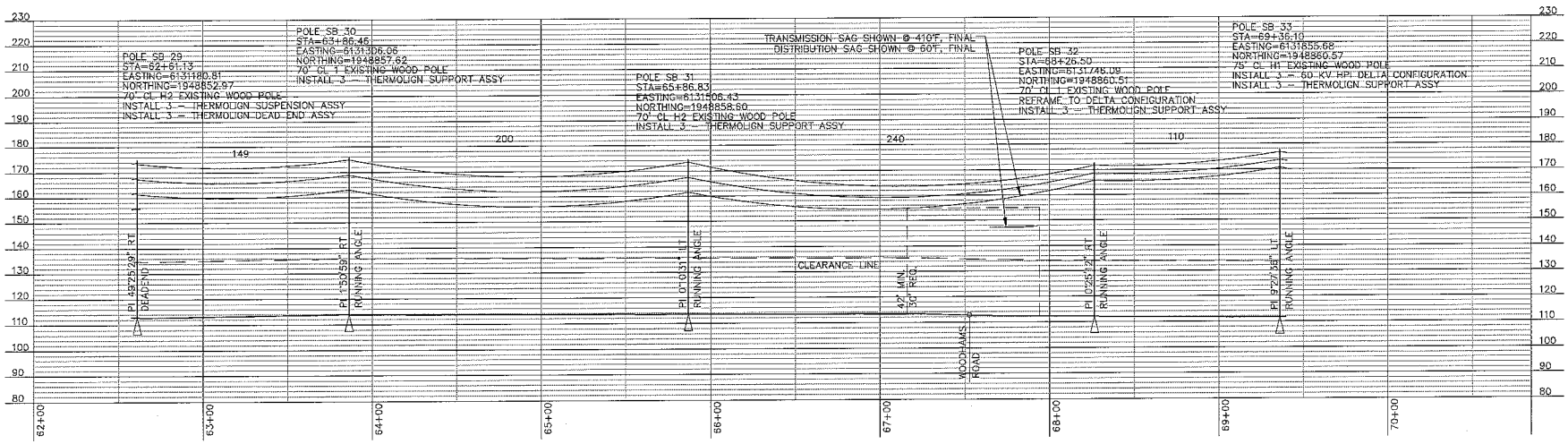
SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.
W.O.
SCALE: HOR: 1"=30' VERT: 1"=20'
DWG. SVP11–D–T004 1

Silicon Valley Power

SHEET NO. 9 OF 16





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SILICON VALLEY POWER
CITY OF SANTA CLARA

SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

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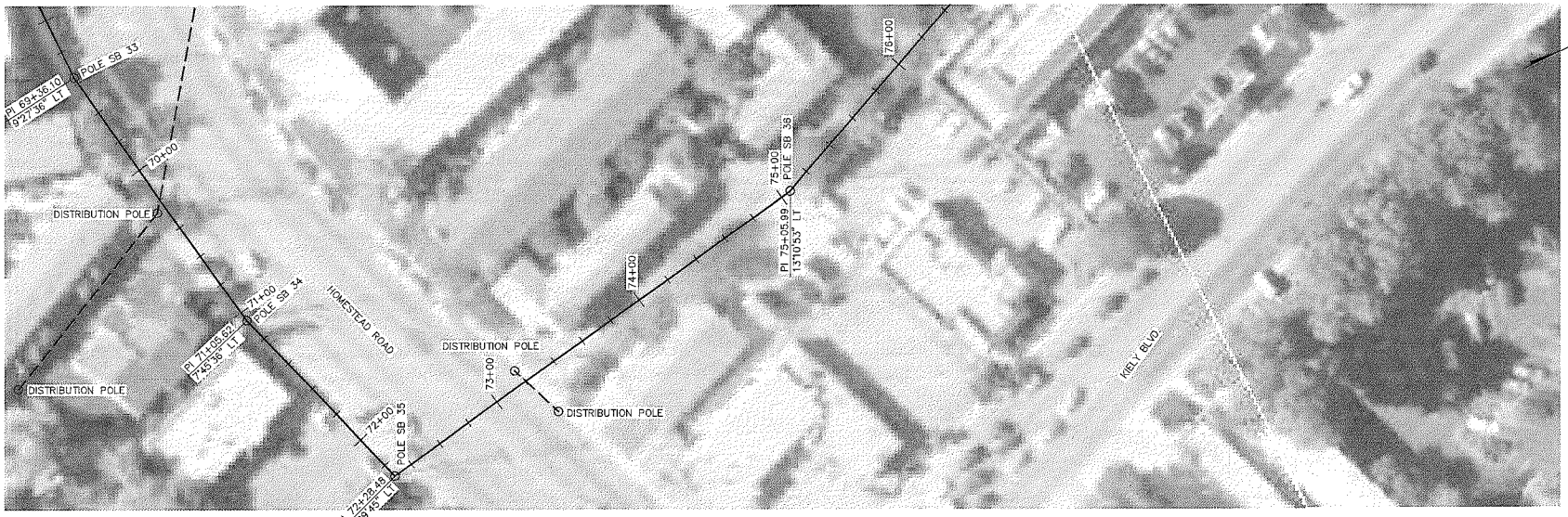
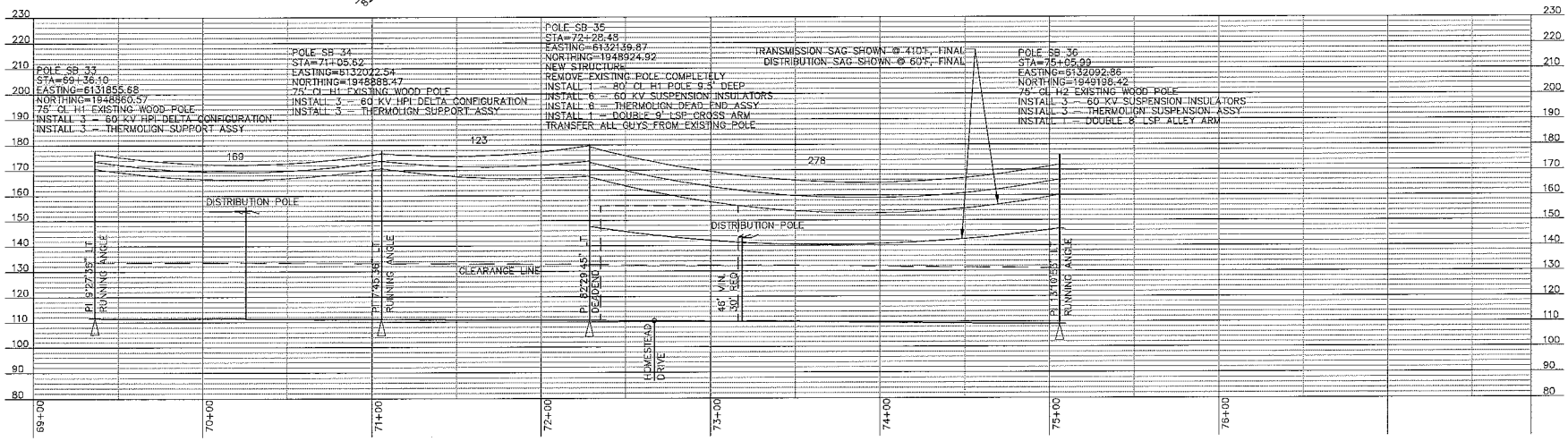
W.O.
DWG. SVP11-D-T004 ⚠1

Silicon Valley Power

SHEET NO. 10 OF 16





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PLAN AND PROFILE

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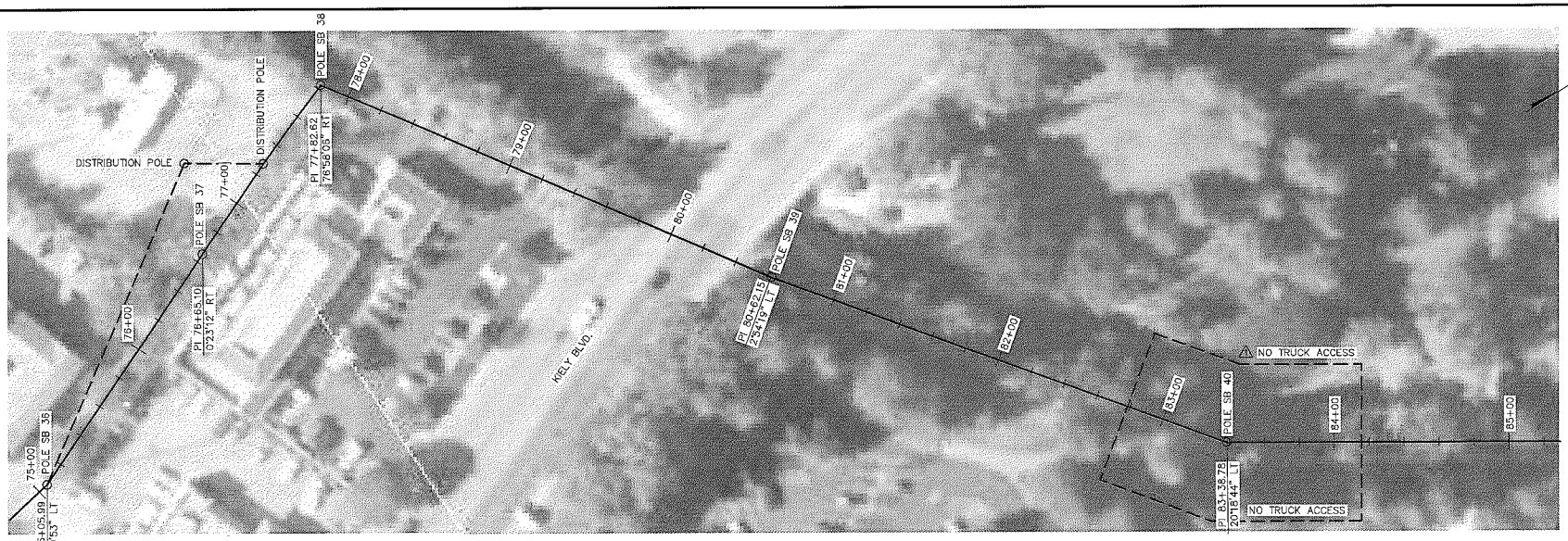
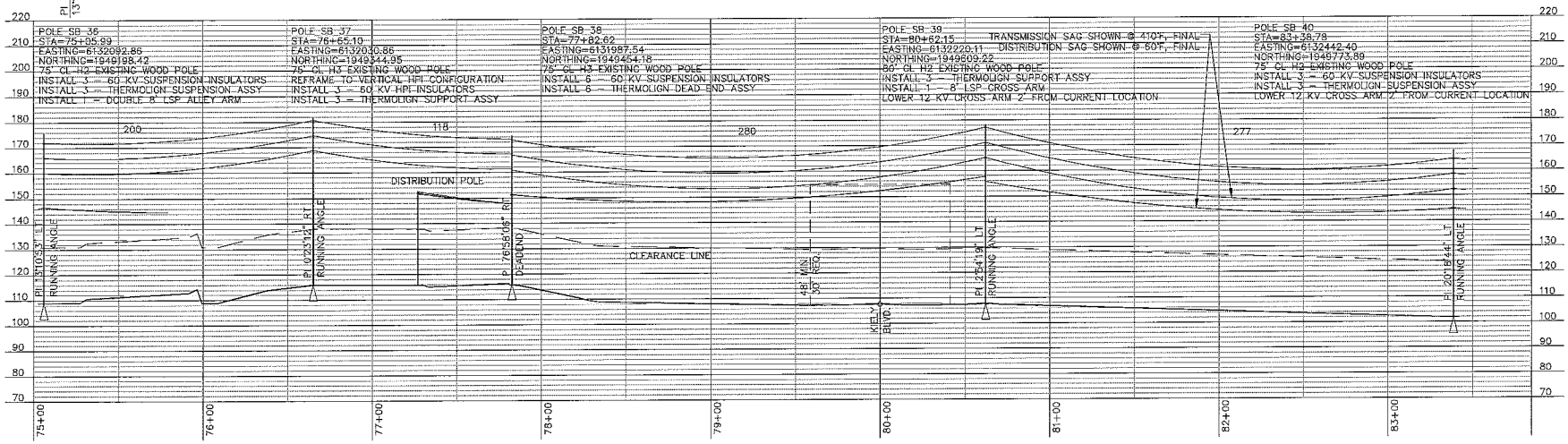
DWG. SVP11–D–T004 (D)

Silicon Valley Power

SHEET NO. 11 OF 16





NOTES:

1. COORDINATES SHOWN ARE IN NAD83 STATE PLANE CALIFORNIA ZONE 3.

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC.
6740 NORTH ORACLE RD, STE 100
TUCSON, ARIZONA 85704
(520)219-9933 FAX: (520)219-9949

TABLE OF TERMS:
DG – DOWN GUY
HSP – HEAVY STEEL PIN
HPI – HORIZONTAL POST INSULATOR
LSP – LIGHT STEEL PIN
PISA – POWER INSERTED SCREW ANCHOR

REV	DESCRIPTION REVISION RECORD	DRAFTR	DATE	DESNER	DATE	CKED	DATE	APP'D	DATE
1	ADDED TRUCK ACCESS BOUNDARIES	MRF	06/2014	BH	06/2014	GS	06/2014		
0	ISSUED FOR CONSTRUCTION	DJW	10/2012	SL	10/2012	GS	10/2012		

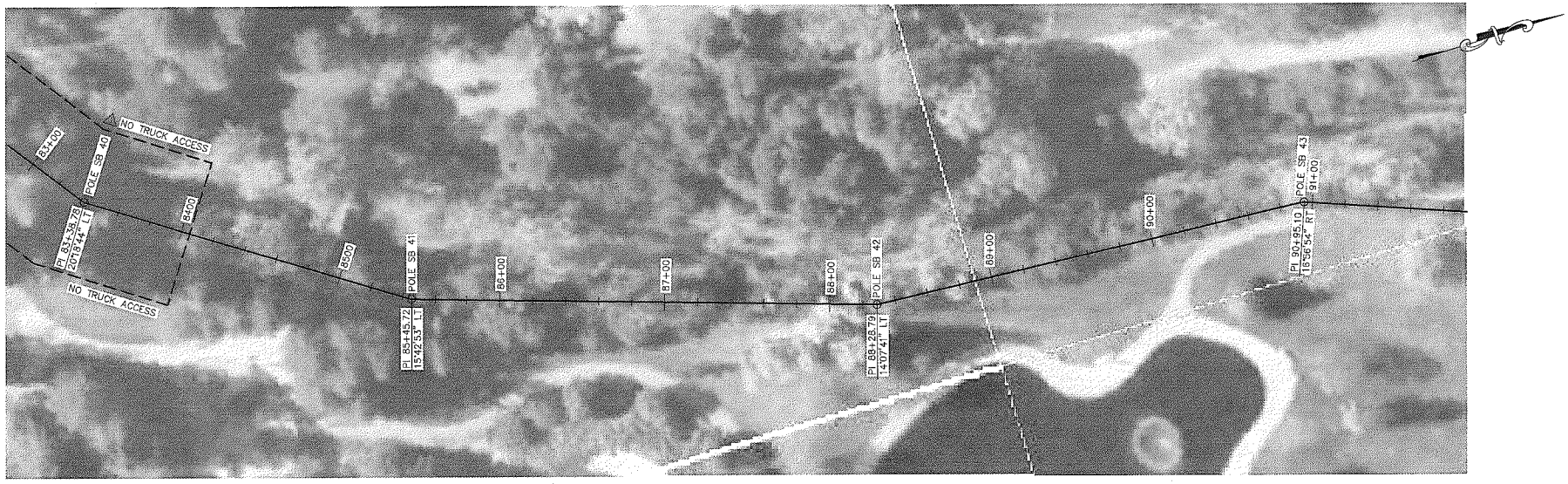
SILICON VALLEY POWER
CITY OF SANTA CLARA

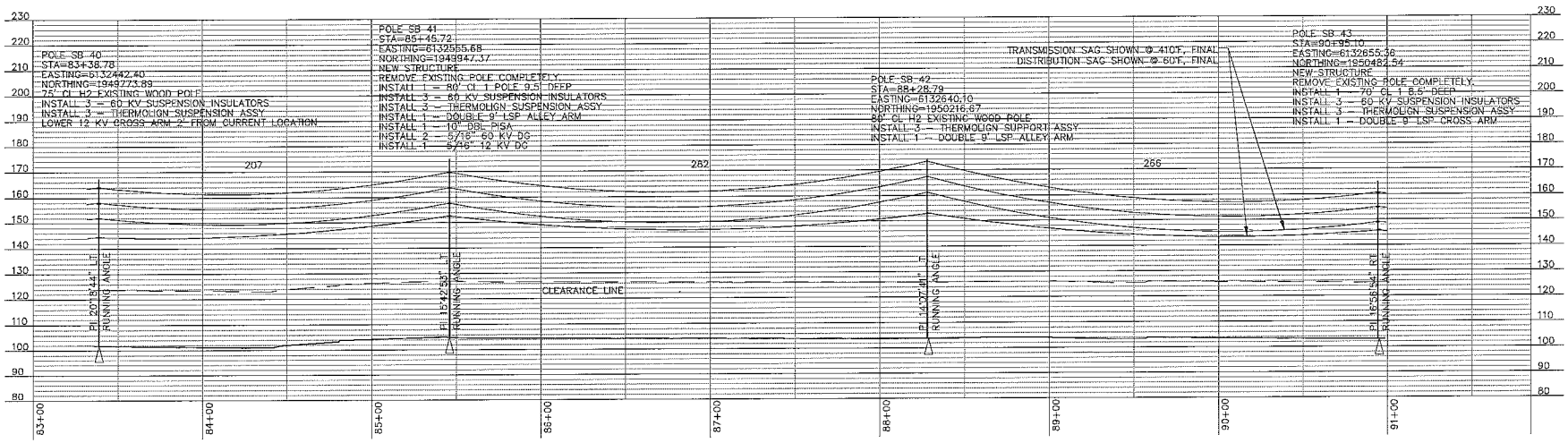
SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.
W.O.
SCALE: HOR: 1"=30' VERT: 1"=20'
DWG. SVP11-D-T004 1

Silicon Valley Power

SHEET NO. 12 OF 16





NOTES:

1. COORDINATES SHOWN ARE IN NAD83 STATE PLANE CALIFORNIA ZONE 3.

"Engineering with Distinction"

ELECTRICAL CONSULTANTS, INC.

6740 NORTH ORACLE RD, STE 100
TUCSON, ARIZONA 85704
(520)219-9933 FAX (520)219-9949

TABLE OF TERMS:

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LSP — LIGHT STEEL PIN
PISA — POWER INSERTED SCREW ANCHOR

REV	DESCRIPTION REVISION RECORD	DRAFTR	DATE	DESNED	DATE	CKED	DATE	APP'D	DATE
1	ADDED TRUCK ACCESS BOUNDARIES	MRF	06/2014	SH	06/2014	GS	06/2014		
0	ISSUED FOR CONSTRUCTION	DJW	10/2012	SL	10/2012	GS	10/2012		

SILICON VALLEY POWER

CITY OF SANTA CLARA

SERRA-BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.

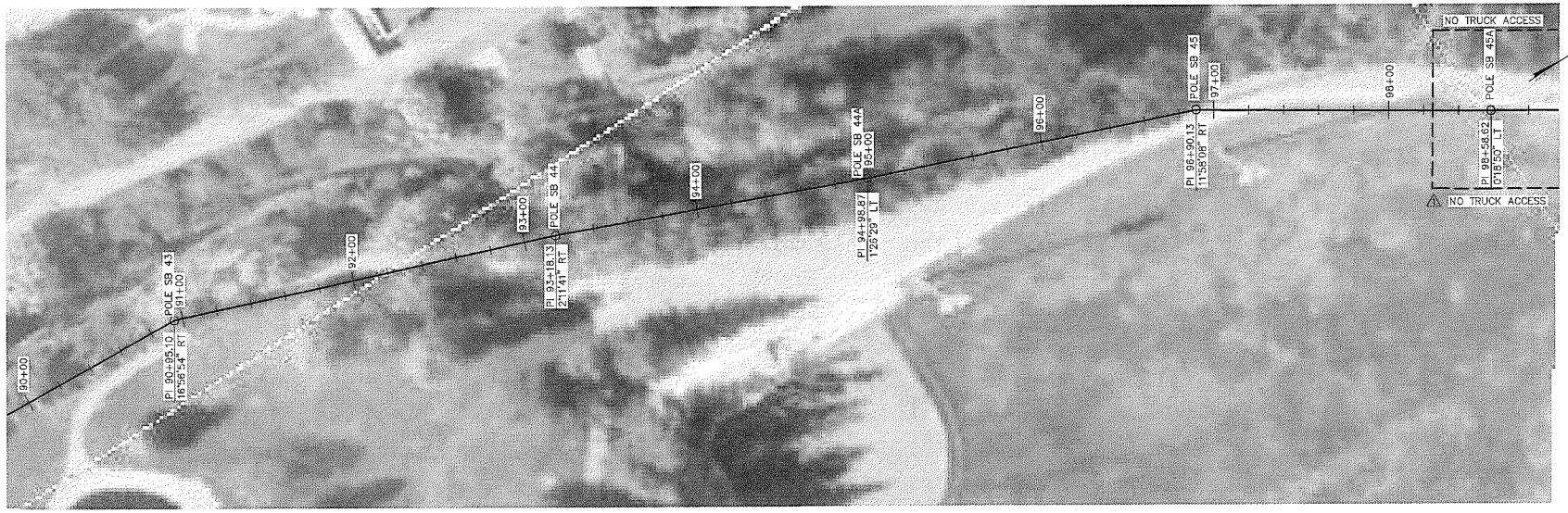
SCALE: HOR: 1"=30' VERT: 1"=20'

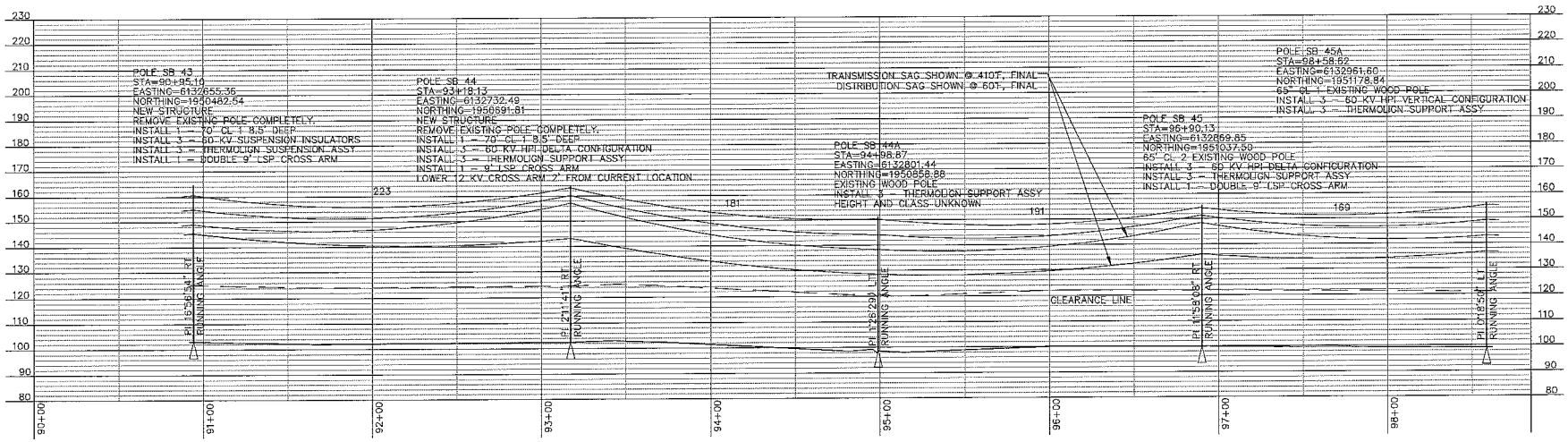
W.O.

DWG. SVP11-D-T004 △1

Silicon Valley Power

SHEET NO. 13 OF 16





NOTES:

1. COORDINATES SHOWN ARE IN NAD83 STATE PLANE CALIFORNIA ZONE 3.

"Engineering with Distinction"

ELECTRICAL CONSULTANTS, INC.

6740 NORTH ORACLE RD, STE 100
TUCSON, ARIZONA 85704
(520)219-9933 FAX: (520)219-9949

TABLE OF TERMS:

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HSP — HEAVY STEEL PIN
HPI — HORIZONTAL POST INSULATOR
LSP — LIGHT STEEL PIN
PISA — POWER INSERTED SCREW ANCHOR

REV	DESCRIPTION REVISION RECORD	DRAFTR	DATE	DESNER	DATE	CKED	DATE	APP'D	DATE
1	ADDED TRUCK ACCESS BOUNDARIES	MRF	06/2014	BH	06/2014	GS	06/2014		
0	ISSUED FOR CONSTRUCTION	DJW	10/2012	SL	10/2012	GS	10/2012		

SILICON VALLEY POWER

CITY OF SANTA CLARA

SERRA-BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.

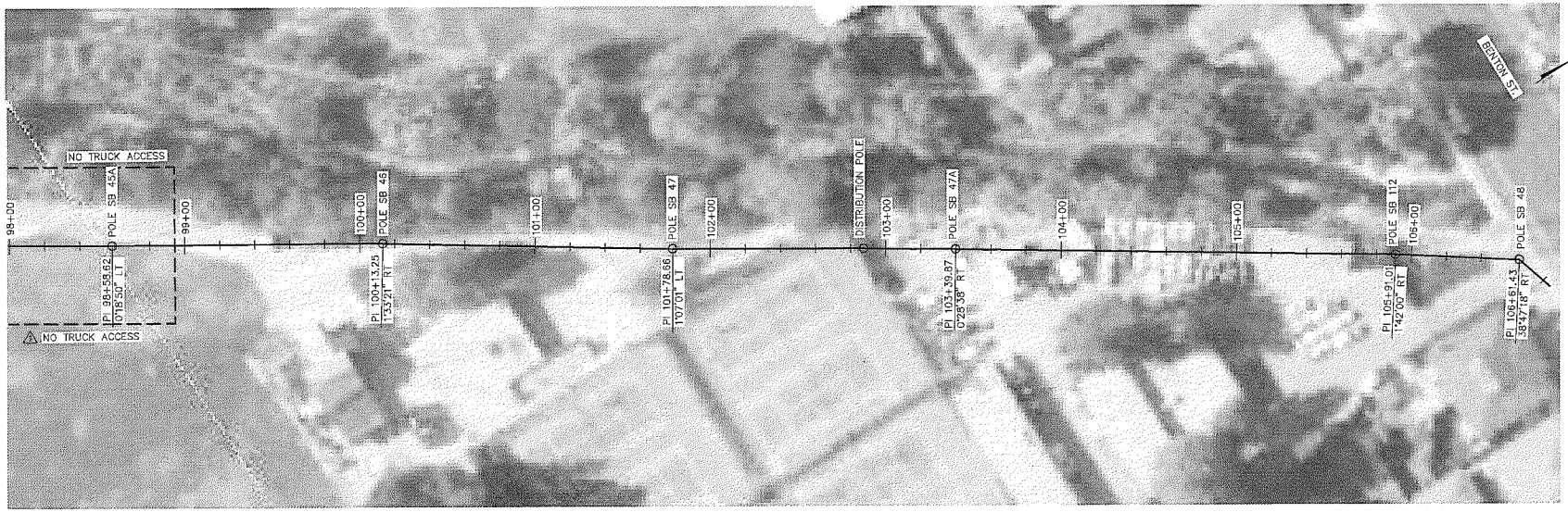
SCALE: HOR: 1"=30' VERT: 1"=20'

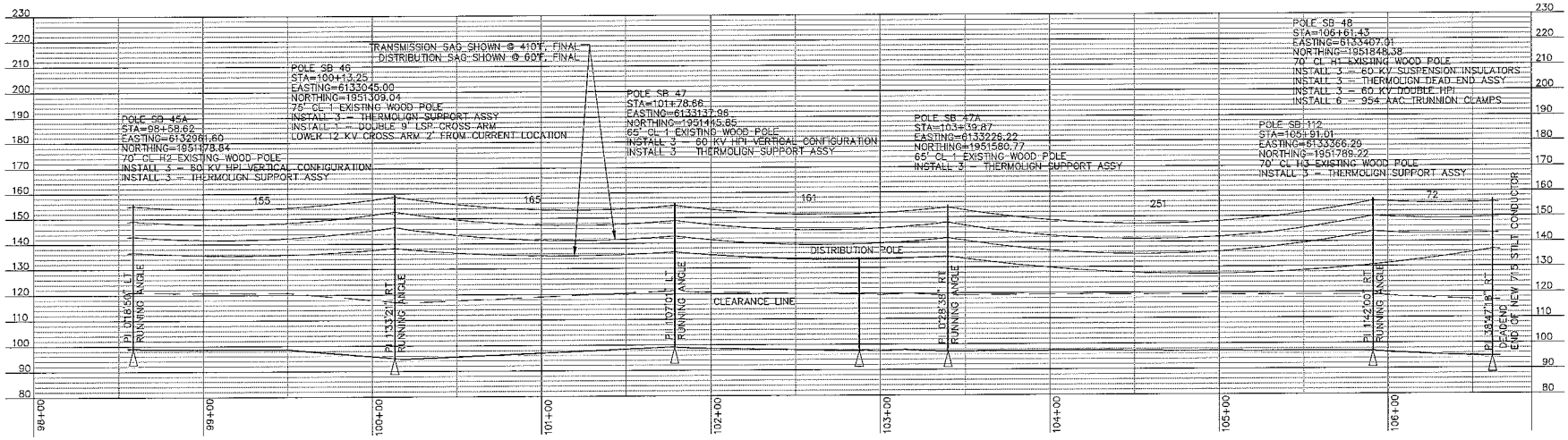
W.O.

DWG. SVP11-D-T004

Silicon Valley Power

SHEET NO. 14 OF 16





NOTES:

1. COORDINATES SHOWN ARE IN NAD83 STATE PLANE CALIFORNIA ZONE 3.

"Engineering with Distinction"
ECI ELECTRICAL CONSULTANTS, INC.
6740 NORTH ORACLE RD, STE 100
TUCSON, ARIZONA 85704
(520)219-9933 FAX: (520)219-9949

TABLE OF TERMS:
DG – DOWN GUY
HSP – HEAVY STEEL PIN
HPI – HORIZONTAL POST INSULATOR
LSP – LIGHT STEEL PIN
PISA – POWER INSERTED SCREW ANCHOR

REV	DESCRIPTION REVISION RECORD	DRAFTR	DATE	DESNER	DATE	CKED	DATE	APP'D	DATE
1	ADDED TRUCK ACCESS BOUNDARIES	MRF	06/2014	BH	06/2014	GS	06/2014		
0	ISSUED FOR CONSTRUCTION	DJW	10/2012	SL	10/2012	GS	10/2012		

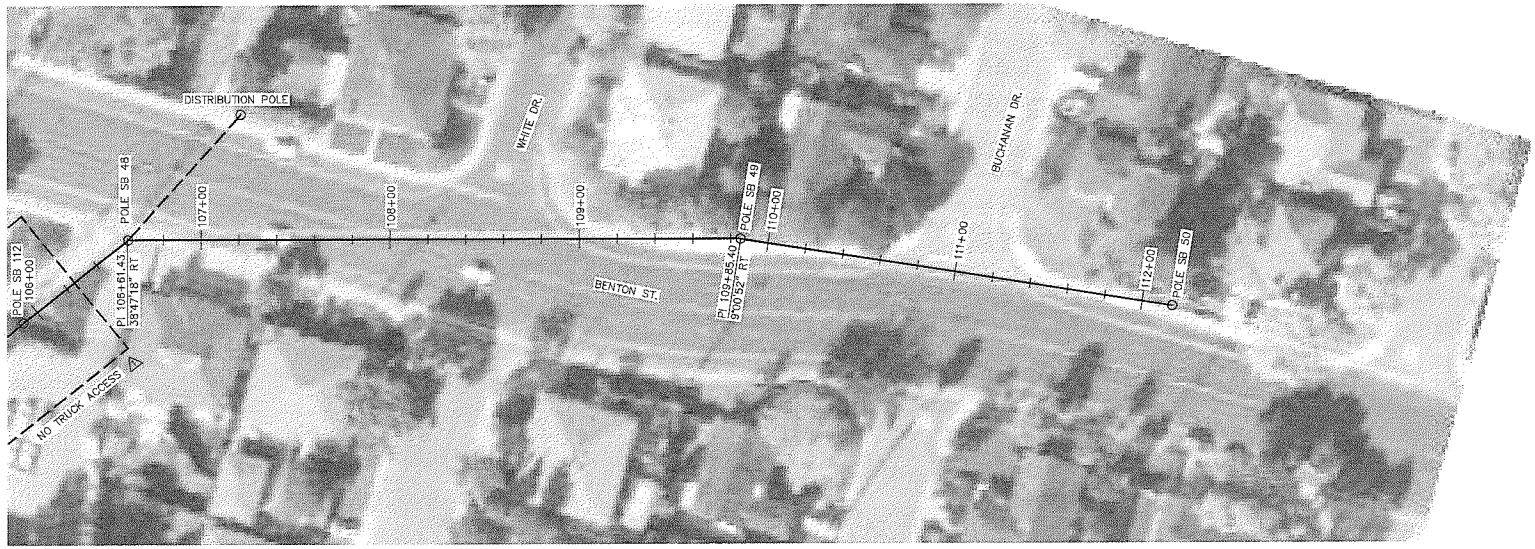
SILICON VALLEY POWER
CITY OF SANTA CLARA

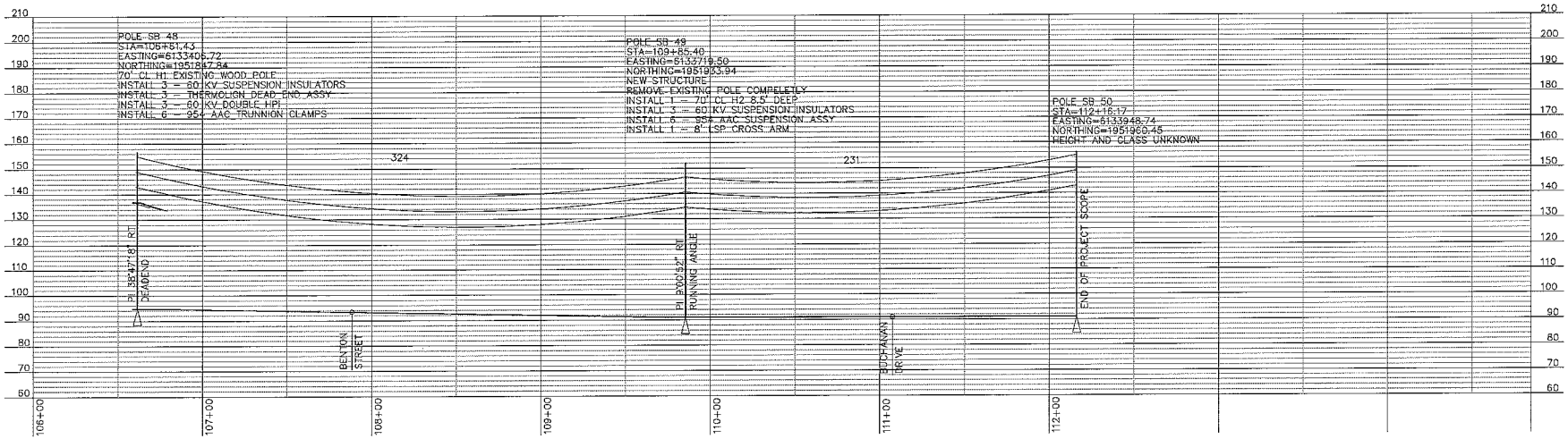
SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.
W.O.
SCALE: HOR: 1"=30' VERT: 1"=20'
DWG. SVP11–D–T004 1

Silicon Valley Power

SHEET NO. 15 OF 16





NOTES:

1. COORDINATES SHOWN ARE IN NAD83 STATE PLANE CALIFORNIA ZONE 3.

"Engineering with Distinction"

ECI ELECTRICAL CONSULTANTS, INC.

6740 NORTH ORACLE RD, STE 100
TUCSON, ARIZONA 85704
(520)219-9933 FAX: (520)219-9949

TABLE OF TERMS:

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HSP – HEAVY STEEL PIN
HPI – HORIZONTAL POST INSULATOR
LSP – LIGHT STEEL PIN
PISA – POWER INSERTED SCREW ANCHOR

REV	DESCRIPTION REVISION RECORD	DRAFTR	DATE	DESNED	DATE	CKED	DATE	APP'D	DATE
1	ADDED TRUCK ACCESS BOUNDARIES	MRF	06/2014	BH	06/2014	GS	06/2014		
0	ISSUED FOR CONSTRUCTION	DJW	10/2012	SL	10/2012	GS	10/2012		

SILICON VALLEY POWER

CITY OF SANTA CLARA

SERRA–BROKAW RECONDUCTOR
60 kV TRANSMISSION LINE
PLAN AND PROFILE

REF.

SCALE: HOR: 1"=30' VERT: 1"=20'

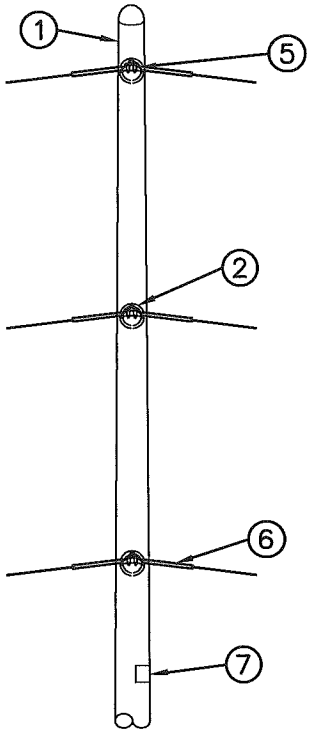
W.O.

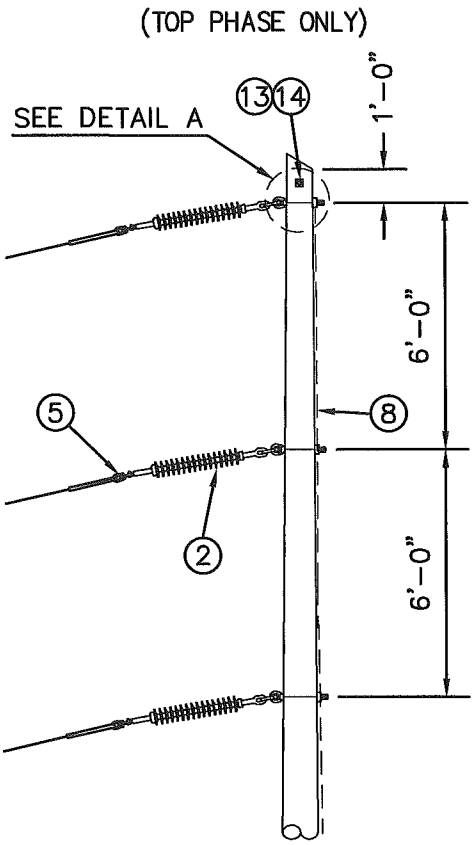
DWG. SVP11–D–T004 1

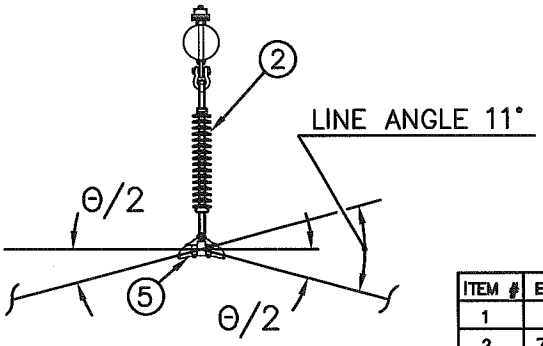
Silicon Valley Power

SHEET NO. 16 OF 16

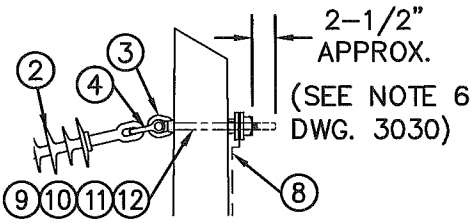
POLE SB 8







PLAN VIEW



DETAIL "A"
RUBBER INSULATOR
ATTACHMENT TO POLE

NOTES:

1. For description of materials, see Drawing 3031 sheets 1 and 2.

ITEM #	BIN NO.	QTY.	DESCRIPTION
1		1	POLE, WOOD, 70' CL H2
2	73058	3	INSULATOR, SUSPENSION 60kV, RUBBER
3	70065	3	EYENUT, OVAL W/ 3/4" TAPPED BOLT HOLE
4	77119	3	SHACKLE, ANCHOR
5	71188	3	CLAMP, SUSPENSION, W/ SUPPORT ASSEMBLY (715T-13 ACCR)
6	89046	3	GUARD, LINE (715T-13 ACCR)
7	72163	1	HIGH VOLTAGE SIGN
8			BONDING MATERIALS
9	70059	3	BOLT, ALL THREAD, 3/4", W/ 4 NUTS, LENGTH AS REQUIRED
10	70044	6	WASHER, 3/4" FLAT, ROUND
11	70049	6	WASHER, SQUARE, CURVED 4"x4", FOR 3/4" BOLT
12	70042	6	WASHER, 3/4" LOCK HELICAL, ZINC PLATED
13	70017	1	BOLT, MACHINE 5/8", WITH NUT, LENGTH AS REQUIRED
14	70050	2	WASHER, SQUARE, CURVED 3"x3" FOR 5/8" BOLT

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI	ENGINEERING STANDARD	DRAWN BY: DJW/ECI
APPROVED: GS/ECI	60kV SERRA-BROKAW RECONDUCTOR	SHEET 1 OF 1
	POLE SB 8	DRAWING NO: SVP11-A-T003-1
	CITY OF SANTA CLARA	REV 0

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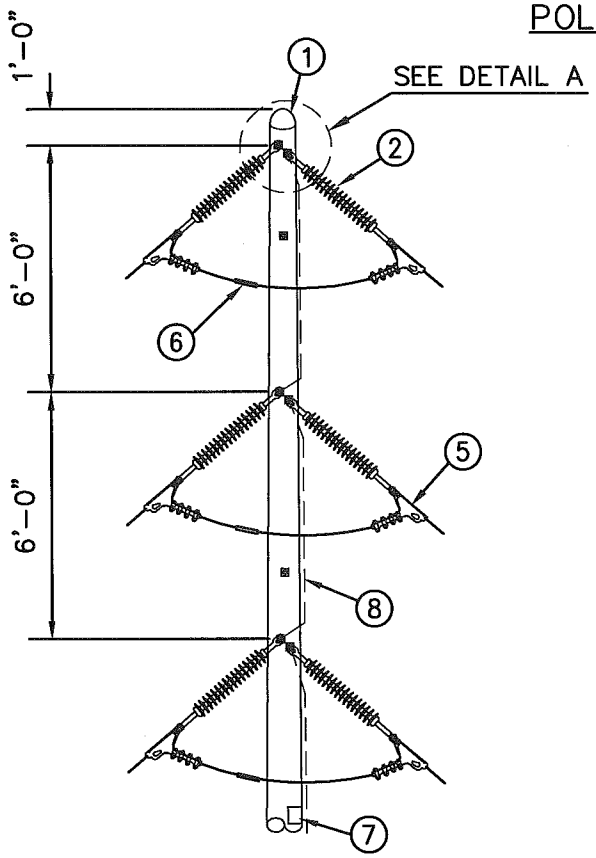
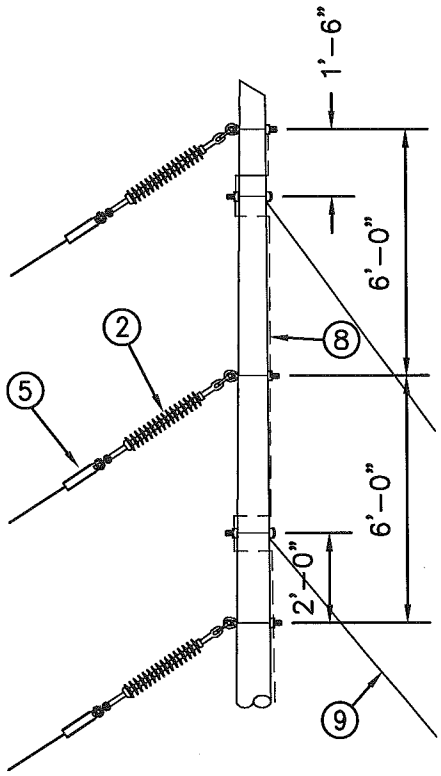
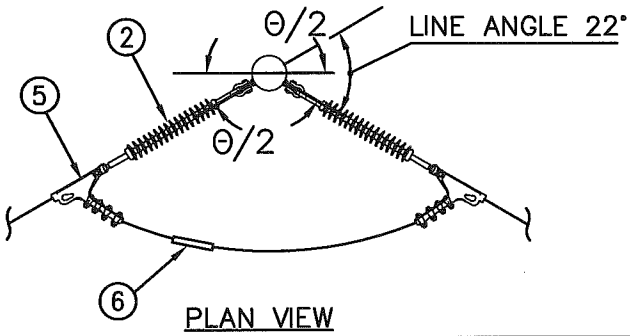
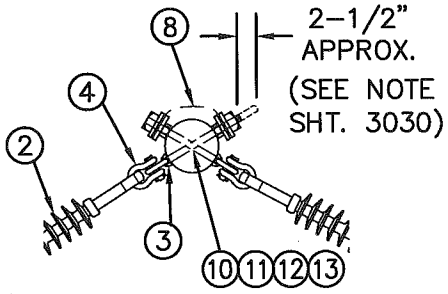
POLE SB 10







PLAN VIEW



DETAIL "A"
RUBBER INSULATOR
ATTACHMENT TO POLE

NOTE:

For description of materials, see Dwg. OH-3031 shts. 1 and 2.

ITEM #	BIN NO.	QTY.	DESCRIPTION
1		1	POLE, WOOD, 65', CL H1
2	73058	6	INSULATOR, SUSPENSION 60kV, RUBBER
3	70065	6	EYENUT, OVAL W/ 3/4" TAPPED BOLT HOLE
4	77119	6	SHACKLE, ANCHOR
5	71190	6	CLAMP, DEAD END, W/ CLEVIS DEAD END ASSEMBLY (715T-13 ACCR)
6	71187	3	CONNECTOR 3 BOLT
7	72163	1	HIGH VOLTAGE SIGN
8			BONDING MATERIALS
9			GUY MATERIALS
10	70059	6	BOLT, ALL THREAD, 3/4", W/ 4 NUTS, LENGTH AS REQUIRED
11	70044	12	WASHER, 3/4" FLAT, ROUND
12	70049	12	WASHER, SQUARE, CURVED 4"x4", FOR 3/4" BOLT
13	70042	12	WASHER, 3/4" LOCK HELICAL, ZINC PLATED

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA-BROKAW RECONDUCTOR
POLE SB 10
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 1 OF 1
DRAWING NO: SVP11-A-T003-2
REV 0

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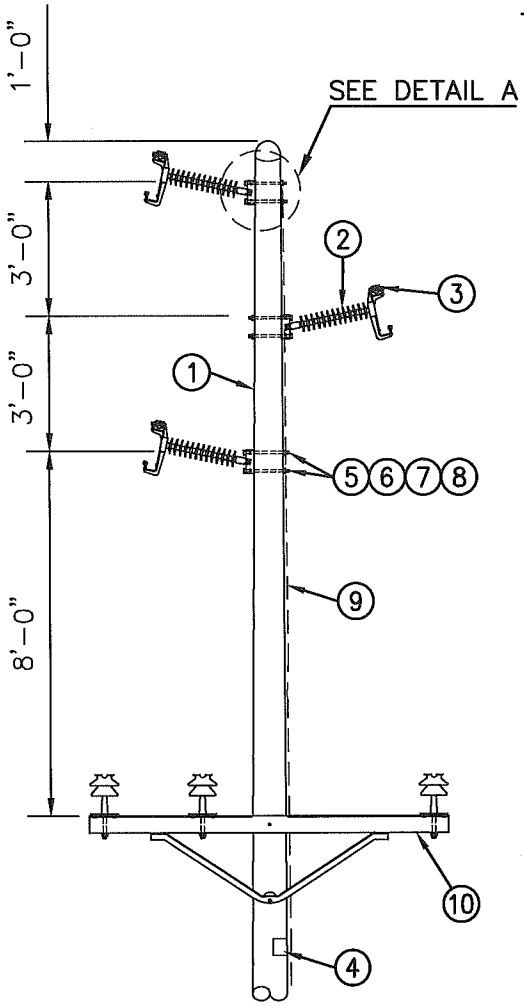
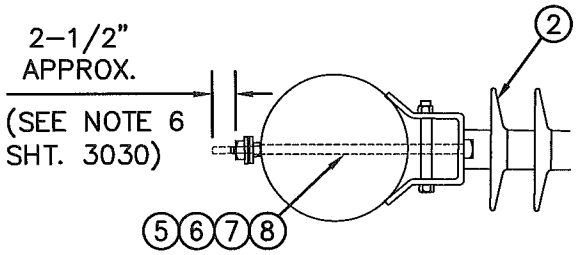
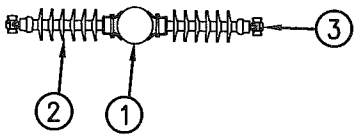
POLE SB 20





DETAIL "A"
RUBBER POST INSULATOR
ATTACHMENT TO POLE



PLAN VIEW

NOTES:

1. For description of materials, see Drawing 3031 sheets 1 and 2.

ITEM #	BIN NO.	QTY.	DESCRIPTION
1		1	POLE, WOOD, 70', CL H2
2	N/A	3	INSULATOR, POST TYPE, HORIZONTAL, TWIN TRUNNION, RUBBER
3	71189	3	CLAMP, TRUNNION 715T-13 ACCR, W/ SUPPORT ROD ASSEMBLY
4	72163	1	HIGH VOLTAGE SIGN
5	70059	6	BOLT, ALL THREAD, 3/4", W/ 4 NUTS, LENGTH AS REQUIRED
6	70044	12	WASHER, 3/4" FLAT, ROUND
7	70049	12	WASHER, SQUARE, CURVED 4"x4", FOR 3/4" BOLT
8	70042	12	WASHER, 3/4" LOCK HELICAL, ZINC PLATED
9			BONDING MATERIALS
10		1	8' SAP

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA-BROKAW RECONDUCTOR
POLE SB 20
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 1 OF 1
DRAWING NO: SVP11-A-T003-3
REV 0

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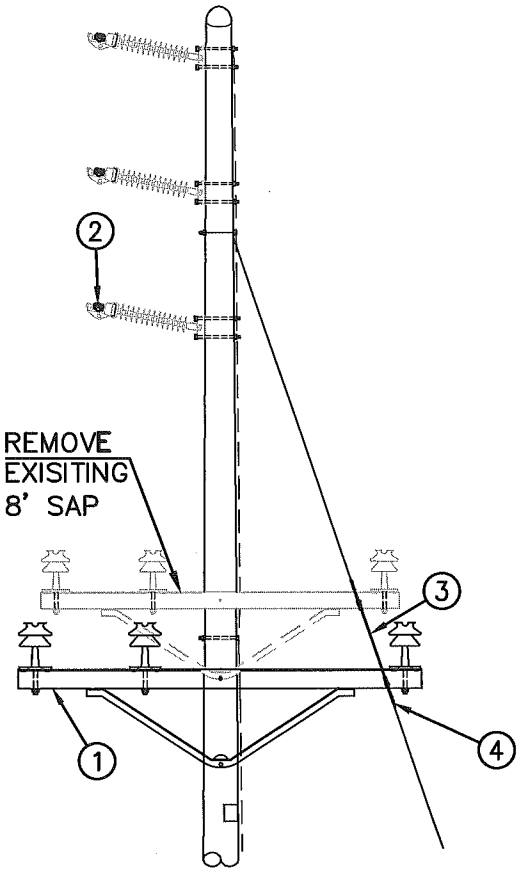
POLE SB 22



NOTES:

1. For description of materials, see Drawing 3031 sheets 1 and 2.

ITEM #	BIN NO.	QTY.	DESCRIPTION
1		1	9' SAP
2	71189	3	CLAMP, TRUNNION 715T-13 ACCR, W/ SUPPORT ROD ASSEMBLY
3		1	STRAIN INSULATOR
4		2	GUY GRIP DEAD-END

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA-BROKAW RECONDUCTOR
POLE SB 22
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 1 OF 1
DRAWING NO: SVP11-A-T003-4
REV 0

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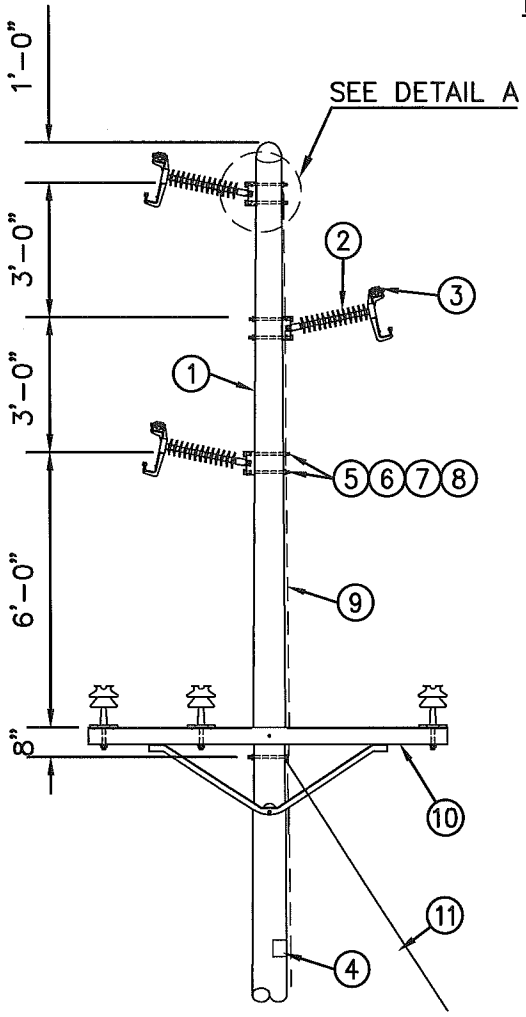
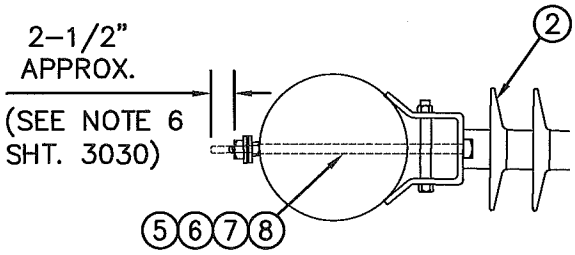
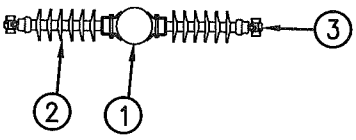
POLE SB 27





DETAIL "A"
RUBBER POST INSULATOR
ATTACHMENT TO POLE



PLAN VIEW

NOTES:

1. For description of materials, see Drawing 3031 sheets 1 and 2.

ITEM #	BIN NO.	QTY.	DESCRIPTION
1		1	POLE, WOOD, 65', CL 1
2	N/A	3	INSULATOR, POST TYPE, HORIZONTAL, TWIN TRUNNION, RUBBER
3	71189	3	CLAMP, TRUNNION 715T-13 ACCR, W/ SUPPORT ROD ASSEMBLY
4	72163	1	HIGH VOLTAGE SIGN
5	70059	6	BOLT, ALL THREAD, 3/4", W/ 4 NUTS, LENGTH AS REQUIRED
6	70044	12	WASHER, 3/4" FLAT, ROUND
7	70049	12	WASHER, SQUARE, CURVED 4"x4", FOR 3/4" BOLT
8	70042	12	WASHER, 3/4" LOCK HELICAL, ZINC PLATED
9			BONDING MATERIALS
10		1	8' SAP
11			GUY MATERIALS

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI	ENGINEERING STANDARD	DRAWN BY: DJW/ECI
APPROVED: GS/ECI	60kV SERRA-BROKAW RECONDUCTOR	SHEET 1 OF 1
	POLE SB 27	DRAWING NO: SVP11-A-T003-5
	CITY OF SANTA CLARA	REV 0

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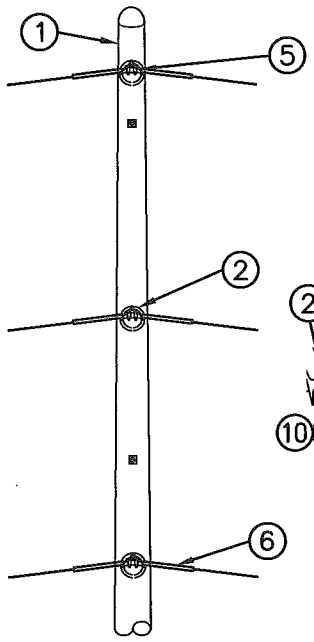
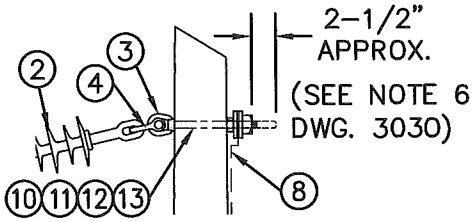
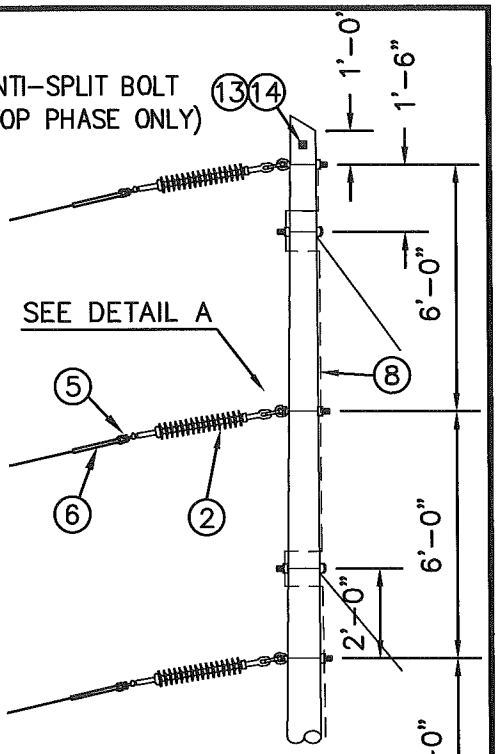
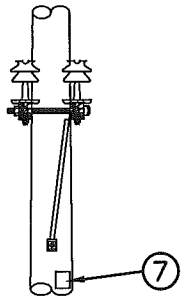
POLE SB 41





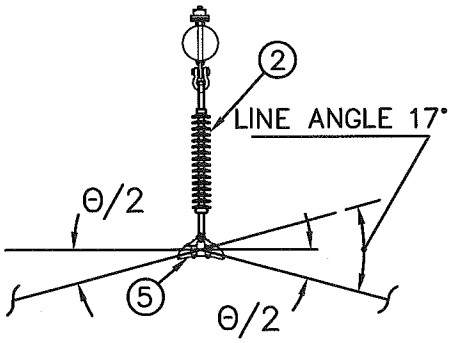
DETAIL "A"
RUBBER INSULATOR
ATTACHMENT TO POLE





NOTES:

1. For description of materials, see Drawing 3031 sheets 1 and 2.



PLAN VIEW

ITEM #	BIN NO.	QTY.	DESCRIPTION
1		1	POLE, WOOD, 80', CL 1
2	73058	3	INSULATOR, SUSPENSION 80kV, RUBBER
3	70065	3	EYENUT, OVAL W/ 3/4" TAPPED BOLT HOLE
4	77119	3	SHACKLE, ANCHOR
5	71188	3	CLAMP, SUSPENSION, W/ SUPPORT ASSEMBLY (715T–13 ACCR)
6	89046	3	GUARD, LINE (715T–13 ACCR)
7	72163	1	HIGH VOLTAGE SIGN
8			BONDING MATERIALS
9			GUY MATERIALS
10	70059	3	BOLT, ALL THREAD, 3/4", W/ 4 NUTS, LENGTH AS REQUIRED
11	70044	6	WASHER, 3/4" FLAT, ROUND
12	70049	8	WASHER, SQUARE, CURVED 4"x4", FOR 3/4" BOLT
13	70042	6	WASHER, 3/4" LOCK HELICAL, ZINC PLATED
14	70017	1	BOLT, MACHINE 5/8", WITH NUT, LENGTH AS REQUIRED
15	70050	1	WASHER, SQUARE, CURVED 3"x3" FOR 5/8" BOLT
16		1	8' DAP ALLEY ARM LIGHT

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
POLE SB 41
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 1 OF 1
DRAWING NO: SVP11–A–T003–6
REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 143

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 1	Pole SB 2	143	30	0.72	2810	2.54
			40	0.83	2430	2.73
			50	0.97	2090	2.94
			60	1.12	1800	3.17
			70	1.29	1570	3.40
			80	1.46	1380	3.61
			90	1.63	1240	3.82
			100	1.79	1130	4.01
			110	1.95	1030	4.18

Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 238

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 2	Pole SB 3	115	30	0.65	2000	2.42
			40	0.71	1840	2.52
			50	0.76	1710	2.61
			60	0.82	1600	2.70
			70	0.87	1500	2.79
			80	0.92	1420	2.87
			90	0.97	1350	2.94
			100	1.02	1290	3.02
			110	1.06	1230	3.08

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 1 OF 21
DRAWING NO: SVP11–A–T005
REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 238

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 3	Pole SB 4	202	30	2.02	2000	4.25
			40	2.19	1840	4.43
			50	2.36	1710	4.59
			60	2.52	1600	4.75
			70	2.68	1500	4.90
			80	2.84	1420	5.04
			90	2.99	1350	5.17
			100	3.14	1290	5.30
			110	3.28	1230	5.42
Pole SB 4	Pole SB 5	204	30	2.04	2000	4.28
			40	2.21	1840	4.45
			50	2.38	1710	4.62
			60	2.55	1600	4.77
			70	2.71	1500	4.92
			80	2.87	1420	5.07
			90	3.02	1350	5.20
			100	3.17	1290	5.33
			110	3.32	1230	5.45
Pole SB 5	Pole SB 6	171	30	1.44	2000	3.58
			40	1.56	1840	3.73
			50	1.67	1710	3.87
			60	1.79	1600	4.00
			70	1.90	1500	4.13
			80	2.01	1420	4.24
			90	2.12	1350	4.35
			100	2.23	1290	4.46
			110	2.33	1230	4.56

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 2 OF 21
DRAWING NO: SVP11–A–T005
REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 238

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 6	Pole SB 7	259	30	3.31	2000	5.44
			40	3.59	1840	5.66
			50	3.86	1710	5.87
			60	4.13	1600	6.08
			70	4.39	1500	6.27
			80	4.65	1420	6.45
			90	4.90	1350	6.62
			100	5.14	1290	6.78
			110	5.38	1230	6.93
Pole SB 7	Pole SB 8	215	30	2.28	2000	4.51
			40	2.47	1840	4.70
			50	2.66	1710	4.87
			60	2.84	1600	5.04
			70	3.02	1500	5.20
			80	3.20	1420	5.35
			90	3.37	1350	5.49
			100	3.54	1290	5.63
			110	3.70	1230	5.75
Pole SB 8	Pole SB 9	153	30	1.16	2000	3.22
			40	1.26	1840	3.35
			50	1.35	1710	3.48
			60	1.45	1600	3.60
			70	1.54	1500	3.71
			80	1.63	1420	3.82
			90	1.72	1350	3.92
			100	1.80	1290	4.01
			110	1.88	1230	4.10

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 3 OF 21
DRAWING NO: SVP11–A–T005
REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 238

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 9	Pole SB 10	227	30	2.54	2000	4.76
			40	2.75	1840	4.96
			50	2.96	1710	5.14
			60	3.17	1600	5.32
			70	3.37	1500	5.49
			80	3.57	1420	5.65
			90	3.75	1350	5.79
			100	3.94	1290	5.94
			110	4.12	1230	6.07
Pole SB 10	Pole SB 11	303	30	4.53	2000	6.37
			40	4.91	1840	6.63
			50	5.28	1710	6.88
			60	5.66	1600	7.12
			70	6.02	1500	7.34
			80	6.37	1420	7.55
			90	6.71	1350	7.74
			100	7.04	1290	7.94
			110	7.36	1230	8.12
Pole SB 11	Pole SB 12	271	30	3.62	2000	5.69
			40	3.92	1840	5.92
			50	4.22	1710	6.14
			60	4.52	1600	6.36
			70	4.80	1500	6.55
			80	5.08	1420	6.74
			90	5.35	1350	6.92
			100	5.62	1290	7.09
			110	5.87	1230	7.25

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 4 OF 21
DRAWING NO: SVP11–A–T005
REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 238

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 12	Pole SB 13	281	30	3.90	2000	5.91
			40	4.23	1840	6.15
			50	4.55	1710	6.38
			60	4.87	1600	6.60
			70	5.18	1500	6.80
			80	5.48	1420	7.00
			90	5.77	1350	7.18
			100	6.05	1290	7.36
			110	6.33	1230	7.53

Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 299

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 13	Pole SB 14	248	30	3.55	1710	5.63
			40	3.72	1630	5.77
			50	3.88	1560	5.89
			60	4.04	1500	6.01
			70	4.20	1440	6.13
			80	4.36	1390	6.24
			90	4.51	1350	6.35
			100	4.65	1310	6.45
			110	4.80	1270	6.55

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 5 OF 21
DRAWING NO: SVP11–A–T005
REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 299

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 14	Pole SB 15	225	30	2.91	1710	5.10
			40	3.05	1630	5.22
			50	3.18	1560	5.34
			60	3.32	1500	5.45
			70	3.45	1440	5.55
			80	3.57	1390	5.65
			90	3.70	1350	5.75
			100	3.82	1310	5.84
			110	3.94	1270	5.93
Pole SB 15	Pole SB 16	374	30	8.07	1710	8.50
			40	8.46	1630	8.70
			50	8.83	1560	8.89
			60	9.20	1500	9.07
			70	9.56	1440	9.25
			80	9.91	1390	9.41
			90	10.26	1350	9.58
			100	10.59	1310	9.73
			110	10.92	1270	9.88
Pole SB 16	Pole SB 17	278	30	4.45	1710	6.31
			40	4.66	1630	6.46
			50	4.86	1560	6.60
			60	5.07	1500	6.73
			70	5.27	1440	6.86
			80	5.46	1390	6.99
			90	5.65	1350	7.11
			100	5.83	1310	7.22
			110	6.01	1270	7.33

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 6 OF 21
DRAWING NO: SVP11–A–T005
REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 233

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 17	Pole SB 18	227	30	1.66	3050	3.86
			40	1.85	2750	4.07
			50	2.05	2480	4.28
			60	2.27	2250	4.50
			70	2.48	2050	4.71
			80	2.71	1890	4.92
			90	2.93	1740	5.12
			100	3.15	1630	5.31
			110	3.36	1530	5.48
Pole SB 18	Pole SB 108	171	30	0.94	3050	2.90
			40	1.04	2750	3.06
			50	1.16	2480	3.22
			60	1.28	2250	3.38
			70	1.40	2050	3.54
			80	1.53	1890	3.70
			90	1.65	1740	3.85
			100	1.78	1630	3.99
			110	1.90	1530	4.12
Pole SB 108	Pole SB 19	157	30	0.79	3050	2.66
			40	0.88	2750	2.80
			50	0.97	2480	2.95
			60	1.08	2250	3.10
			70	1.18	2050	3.25
			80	1.29	1890	3.39
			90	1.39	1740	3.53
			100	1.50	1630	3.66
			110	1.60	1530	3.78

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 7 OF 21
DRAWING NO: SVP11–A–T005
REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 233

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 19	Pole SB 20	284	30	2.60	3050	4.82
			40	2.89	2750	5.08
			50	3.20	2480	5.35
			60	3.54	2250	5.63
			70	3.89	2050	5.90
			80	4.23	1890	6.15
			90	4.58	1740	6.40
			100	4.92	1630	6.64
			110	5.26	1530	6.86
Pole SB 20	Pole SB 21	162	30	0.84	3050	2.74
			40	0.93	2750	2.89
			50	1.04	2480	3.04
			60	1.15	2250	3.20
			70	1.25	2050	3.35
			80	1.37	1890	3.50
			90	1.48	1740	3.64
			100	1.59	1630	3.77
			110	1.70	1530	3.90
Pole SB 21	Pole SB 22	183	30	1.08	3050	3.11
			40	1.20	2750	3.28
			50	1.33	2480	3.45
			60	1.47	2250	3.63
			70	1.62	2050	3.80
			80	1.76	1890	3.97
			90	1.91	1740	4.13
			100	2.05	1630	4.28
			110	2.19	1530	4.42

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI

APPROVED: GS/ECI

ENGINEERING STANDARD

60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI

SHEET 8 OF 21

DRAWING NO: SVP11–A–T005

REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 233

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 22	Pole SB 23	320	30	3.29	3050	5.42
			40	3.66	2750	5.72
			50	4.06	2480	6.03
			60	4.49	2250	6.34
			70	4.92	2050	6.64
			80	5.36	1890	6.93
			90	5.80	1740	7.21
			100	6.24	1630	7.47
			110	6.66	1530	7.72
Pole SB 23	Pole SB 24	219	30	1.54	3050	3.71
			40	1.71	2750	3.91
			50	1.90	2480	4.12
			60	2.10	2250	4.33
			70	2.30	2050	4.54
			80	2.51	1890	4.74
			90	2.71	1740	4.93
			100	2.92	1630	5.11
			110	3.12	1530	5.28
Pole SB 24	Pole SB 25	123	30	0.49	3050	2.10
			40	0.55	2750	2.21
			50	0.61	2480	2.33
			60	0.67	2250	2.45
			70	0.73	2050	2.56
			80	0.80	1890	2.68
			90	0.87	1740	2.78
			100	0.93	1630	2.89
			110	0.99	1530	2.98

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 9 OF 21
DRAWING NO: SVP11–A–T005
REV 0

L:\Silicon Valley Power\SVP-011 Serraw-Brokaw\11- Drawings\01 Current\09 Stringing Data and Sag Tables\01 Stringing Charts\SVP11-A-T005-9-0.DWG slbarney 11/26/2014 10:28 AM

Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 233

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 25	Pole SB 26	233	30	1.75	3050	3.95
			40	1.94	2750	4.17
			50	2.16	2480	4.39
			60	2.39	2250	4.62
			70	2.61	2050	4.84
			80	2.85	1890	5.05
			90	3.08	1740	5.25
			100	3.31	1630	5.44
			110	3.54	1530	5.62
Pole SB 26	Pole SB 27	182	30	1.06	3050	3.08
			40	1.18	2750	3.25
			50	1.31	2480	3.42
			60	1.45	2250	3.60
			70	1.58	2050	3.76
			80	1.73	1890	3.93
			90	1.87	1740	4.09
			100	2.01	1630	4.24
			110	2.14	1530	4.38
Pole SB 27	Pole SB 28	270	30	2.34	3050	4.58
			40	2.61	2750	4.83
			50	2.89	2480	5.08
			60	3.20	2250	5.35
			70	3.50	2050	5.60
			80	3.82	1890	5.85
			90	4.14	1740	6.08
			100	4.44	1630	6.30
			110	4.74	1530	6.51

ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 10 OF 21
DRAWING NO: SVP11–A–T005
REV 0

L:\Silicon Valley Power\SVP-011 Serraw-Brokaw\11- Drawings\01 Current\09 Stringing Data and Sag Tables\01 Stringing Charts\SVP11-A-T005-10-0.DWG slbarney 11/26/2014 10:33 AM

Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 56

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 28	Pole SB 29	56	30	1.40	220	3.54
			40	1.45	210	3.60
			50	1.50	210	3.66
			60	1.55	200	3.72
			70	1.59	190	3.78
			80	1.62	190	3.81
			90	1.65	190	3.85
			100	1.69	180	3.89
			110	1.73	180	3.93

Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 181

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 29	Pole SB 30	126	30	0.87	1780	2.79
			40	0.97	1610	2.94
			50	1.06	1470	3.08
			60	1.15	1350	3.21
			70	1.24	1250	3.33
			80	1.33	1170	3.44
			90	1.41	1100	3.55
			100	1.49	1040	3.65
			110	1.57	990	3.74

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI

APPROVED: GS/ECI

ENGINEERING STANDARD

60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI

SHEET 11 OF 21

DRAWING NO: SVP11–A–T005

REV 0

L:\Silicon Valley Power\SVP-011 Serra-Brokaw\11- Drawings\01 Current\09 Stringing Data and Sag Tables\01 Stringing Charts\SVP11-A-T005-11-0.DWG slbarney 11/26/2014 10:35 AM

Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 181

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 30	Pole SB 31	200	30	2.22	1780	4.46
			40	2.46	1610	4.69
			50	2.70	1470	4.91
			60	2.93	1350	5.12
			70	3.16	1250	5.32
			80	3.38	1170	5.49
			90	3.59	1100	5.67
			100	3.79	1040	5.82
			110	3.99	990	5.98
Pole SB 31	Pole SB 32	240	30	3.18	1780	5.33
			40	3.52	1610	5.61
			50	3.86	1470	5.88
			60	4.19	1350	6.12
			70	4.52	1250	6.36
			80	4.83	1170	6.57
			90	5.14	1100	6.78
			100	5.43	1040	6.97
			110	5.71	990	7.15
Pole SB 32	Pole SB 33	109	30	0.66	1780	2.43
			40	0.73	1610	2.56
			50	0.80	1470	2.68
			60	0.87	1350	2.80
			70	0.94	1250	2.90
			80	1.01	1170	3.00
			90	1.07	1100	3.10
			100	1.13	1040	3.18
			110	1.19	990	3.27

"Engineering with Direction" ECI ELECTRICAL CONSULTANTS, INC. BILLINGS, MT SALT LAKE CITY, UT TUCSON, AZ MADISON, WI

Silicon Valley Power CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI

APPROVED: GS/ECI

ENGINEERING STANDARD

60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI

SHEET 12 OF 21

DRAWING NO: SVP11–A–T005

REV 0

L:\Silicon Valley Power\SVP-011 Serraw-Brokaw\11- Drawings\01 Current\09 Stringing Data and Sag Tables\01 Stringing Charts\SVP11-A-T005-12-0.DWG slbarney 11/26/2014 10:39 AM

Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 181

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 33	Pole SB 34	169	30	1.58	1780	3.76
			40	1.75	1610	3.96
			50	1.92	1470	4.15
			60	2.09	1350	4.32
			70	2.25	1250	4.49
			80	2.40	1170	4.64
			90	2.56	1100	4.78
			100	2.70	1040	4.92
			110	2.84	990	5.04
Pole SB 34	Pole SB 35	122	30	0.83	1780	2.72
			40	0.92	1610	2.86
			50	1.01	1470	3.00
			60	1.09	1350	3.13
			70	1.18	1250	3.25
			80	1.26	1170	3.35
			90	1.34	1100	3.46
			100	1.41	1040	3.56
			110	1.49	990	3.65

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 13 OF 21
DRAWING NO: SVP11–A–T005
REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 220

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 35	Pole SB 36	277	30	4.50	1680	6.35
			40	4.85	1560	6.59
			50	5.18	1460	6.81
			60	5.51	1370	7.02
			70	5.82	1300	7.22
			80	6.13	1230	7.41
			90	6.43	1180	7.58
			100	6.72	1130	7.75
			110	7.00	1080	7.91
Pole SB 36	Pole SB 37	159	30	1.49	1680	3.65
			40	1.60	1560	3.79
			50	1.71	1460	3.91
			60	1.82	1370	4.04
			70	1.92	1300	4.15
			80	2.03	1230	4.26
			90	2.12	1180	4.36
			100	2.22	1130	4.46
			110	2.31	1080	4.55
Pole SB 37	Pole SB 38	117	30	0.81	1680	2.69
			40	0.87	1560	2.79
			50	0.93	1460	2.88
			60	0.99	1370	2.97
			70	1.04	1300	3.05
			80	1.10	1230	3.13
			90	1.15	1180	3.21
			100	1.20	1130	3.28
			110	1.25	1080	3.35

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 14 OF 21
DRAWING NO: SVP11–A–T005
REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 228

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 38	Pole SB 39	279	30	3.24	2360	5.39
			40	3.58	2140	5.66
			50	3.91	1960	5.92
			60	4.25	1800	6.17
			70	4.59	1670	6.41
			80	4.93	1560	6.64
			90	5.25	1460	6.85
			100	5.57	1380	7.06
			110	5.87	1310	7.25
Pole SB 39	Pole SB 40	277	30	3.19	2360	5.35
			40	3.52	2140	5.61
			50	3.85	1960	5.87
			60	4.19	1800	6.12
			70	4.52	1670	6.36
			80	4.85	1560	6.59
			90	5.17	1460	6.80
			100	5.48	1380	7.00
			110	5.78	1310	7.19
Pole SB 40	Pole SB 41	207	30	1.79	2360	4.00
			40	1.97	2140	4.20
			50	2.16	1960	4.39
			60	2.35	1800	4.58
			70	2.53	1670	4.76
			80	2.72	1560	4.93
			90	2.90	1460	5.09
			100	3.07	1380	5.24
			110	3.24	1310	5.38

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI

APPROVED: GS/ECI

ENGINEERING STANDARD

60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI

SHEET 15 OF 21

DRAWING NO: SVP11–A–T005

REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 228

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 41	Pole SB 42	282	30	3.31	2360	5.44
			40	3.65	2140	5.72
			50	3.99	1960	5.98
			60	4.34	1800	6.23
			70	4.69	1670	6.47
			80	5.03	1560	6.70
			90	5.36	1460	6.92
			100	5.68	1380	7.13
			110	5.99	1310	7.32
Pole SB 42	Pole SB 43	266	30	2.95	2360	5.14
			40	3.26	2140	5.40
			50	3.56	1960	5.65
			60	3.87	1800	5.89
			70	4.18	1670	6.11
			80	4.48	1560	6.33
			90	4.78	1460	6.54
			100	5.07	1380	6.73
			110	5.35	1310	6.91
Pole SB 43	Pole SB 44	223	30	2.07	2360	4.31
			40	2.29	2140	4.52
			50	2.50	1960	4.73
			60	2.72	1800	4.93
			70	2.94	1670	5.12
			80	3.15	1560	5.31
			90	3.36	1460	5.48
			100	3.56	1380	5.64
			110	3.75	1310	5.79

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 16 OF 21
DRAWING NO: SVP11–A–T005
REV 0

L:\Silicon Valley Power\SVP-011 Serraw-Brokaw\11- Drawings\01 Current\09 Stringing Data and Sag Tables\01 Stringing Charts\SVP11-A-T005-16-0.DWG slbarney 11/26/2014 10:48 AM

Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 228

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 44	Pole SB 44A	181	30	1.37	2360	3.50
			40	1.51	2140	3.67
			50	1.65	1960	3.84
			60	1.79	1800	4.01
			70	1.94	1670	4.16
			80	2.08	1560	4.31
			90	2.21	1460	4.45
			100	2.35	1380	4.58
			110	2.47	1310	4.70
Pole SB 44A	Pole SB 45	191	30	1.52	2360	3.69
			40	1.68	2140	3.88
			50	1.84	1960	4.06
			60	2.00	1800	4.23
			70	2.16	1670	4.39
			80	2.32	1560	4.55
			90	2.47	1460	4.70
			100	2.62	1380	4.84
			110	2.76	1310	4.97
Pole SB 45	Pole SB 45A	168	30	1.18	2360	3.25
			40	1.30	2140	3.41
			50	1.42	1960	3.57
			60	1.55	1800	3.72
			70	1.67	1670	3.87
			80	1.79	1560	4.01
			90	1.91	1460	4.14
			100	2.03	1380	4.26
			110	2.14	1310	4.38

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 17 OF 21
DRAWING NO: SVP11–A–T005
REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 228

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 45A	Pole SB 46	155	30	1.00	2360	2.99
			40	1.10	2140	3.14
			50	1.20	1960	3.28
			60	1.31	1800	3.42
			70	1.41	1670	3.55
			80	1.51	1560	3.68
			90	1.61	1460	3.80
			100	1.71	1380	3.91
			110	1.80	1310	4.02
Pole SB 46	Pole SB 47	165	30	1.14	2360	3.19
			40	1.26	2140	3.35
			50	1.38	1960	3.51
			60	1.50	1800	3.66
			70	1.61	1670	3.80
			80	1.73	1560	3.94
			90	1.85	1460	4.06
			100	1.96	1380	4.18
			110	2.06	1310	4.30
Pole SB 47	Pole SB 47A	161	30	1.08	2360	3.11
			40	1.20	2140	3.27
			50	1.31	1960	3.42
			60	1.42	1800	3.57
			70	1.53	1670	3.70
			80	1.64	1560	3.84
			90	1.75	1460	3.96
			100	1.86	1380	4.08
			110	1.96	1310	4.19

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 18 OF 21
DRAWING NO: SVP11–A–T005
REV 0

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Cable 'Stilt' 715 Kcmil ACCR, Ruling span (ft) 228

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Initial RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 47A	Pole SB 112	251	30	2.63	2360	4.85
			40	2.90	2140	5.09
			50	3.17	1960	5.33
			60	3.45	1800	5.55
			70	3.72	1670	5.77
			80	3.99	1560	5.97
			90	4.26	1460	6.17
			100	4.51	1380	6.35
			110	4.76	1310	6.52
Pole SB 112	Pole SB 48	71	30	0.21	2360	1.38
			40	0.23	2140	1.44
			50	0.26	1960	1.51
			60	0.28	1800	1.58
			70	0.30	1670	1.64
			80	0.32	1560	1.69
			90	0.34	1460	1.75
			100	0.36	1380	1.80
			110	0.38	1310	1.85

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI

APPROVED: GS/ECI

ENGINEERING STANDARD

60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI

SHEET 19 OF 21

DRAWING NO: SVP11–A–T005

REV 0

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Cable 4/0, Ruling span (ft) 183

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Creep RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 43	Pole SB 44	222	30	2.82	825	5.02
			40	3.24	720	5.38
			50	3.64	640	5.70
			60	4.02	580	6.00
			70	4.39	530	6.27
			80	4.74	491	6.51
			90	5.07	460	6.74
			100	5.39	430	6.95
			110	5.70	410	7.14
Pole SB 44	SB 44A	181	30	1.85	825	4.07
			40	2.13	720	4.36
			50	2.39	640	4.63
			60	2.65	580	4.87
			70	2.89	530	5.08
			80	3.12	491	5.28
			90	3.34	460	5.46
			100	3.55	430	5.63
			110	3.75	410	5.79

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI

APPROVED: GS/ECI

ENGINEERING STANDARD

60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI

SHEET 20 OF 21

DRAWING NO: SVP11–A–T005

REV 0

L:\Silicon Valley Power\SVP-011 Serraw-Brokaw\11- Drawings\01 Current\09 Stringing Data and Sag Tables\01 Stringing Charts\SVP11-A-T005-20-D.DWG slbarney 11/26/2014 10:58 AM

Cable 4/0, Ruling span (ft) 183

Sagging data: User specified unstressed cable length in each span

Results below for condition 'Creep RS'

Calculations done using actual span lengths and vertical projections

Span From Str.	Span To Str.	Span Length (ft)	"Temp. (deg F)"	Mid Span Sag (ft)	Horz. Tension (lbs)	3 Wave Time (Sec)
Pole SB 44A	Pole SB 45	191	30	2.08	825	4.31
			40	2.38	720	4.62
			50	2.68	640	4.89
			60	2.96	580	5.15
			70	3.23	530	5.38
			80	3.49	491	5.59
			90	3.74	460	5.78
			100	3.97	430	5.96
			110	4.19	410	6.12
Pole SB 45	Pole SB 45A	168	30	1.61	825	3.79
			40	1.85	720	4.07
			50	2.08	640	4.31
			60	2.30	580	4.53
			70	2.51	530	4.74
			80	2.71	491	4.92
			90	2.90	460	5.09
			100	3.08	430	5.25
			110	3.25	410	5.39

ECI ELECTRICAL CONSULTANTS, INC.

Silicon Valley Power
CITY OF SANTA CLARA

REV	DATE	DESCRIPTION	APPR.	REV	DATE	DESCRIPTION	APPR.

BY: SL/ECI
APPROVED: GS/ECI

ENGINEERING STANDARD
60kV SERRA–BROKAW RECONDUCTOR
STRINGING CHARTS
CITY OF SANTA CLARA

DRAWN BY: DJW/ECI
SHEET 21 OF 21
DRAWING NO: SVP11–A–T005
REV 0

L:\Silicon Valley Power\SVP-011 Serraw-Brokaw\11- Drawings\01 Current\09 Stringing Data and Sag Tables\01 Stringing Charts\SVP11-A-T005-21-0.DWG slbarney 11/26/2014 11:00 AM

SILICON VALLEY POWER: SERA-BROKAW 60 KV RECONDUCTOR

STRUCTURE DATA SHEET REV 0

SVP11-B-T006

STR No.	Existing Pole No.	Station	Span Ahead	Angle	Installations / Replacements	Transfer	Removals	Comments
1	Sub Rack				3 - 715 kcmil ACCR - Serra Sub to Str. SB-1, 70 Ft. Wire 3 -TLDE -0112 THERMDLIGN Dead End Assembly for 715 kcmil ACCR 3 - 715 kcmil ACCR Terminal Jumper	N/A	3 - 954 kcmil ACSR - Serra Sub to Str. SB-1, 70Ft. 3 - Dead End Clamp Assembly for 954 kcmil AAC 3 - 954 kcmil AAC Terminal Jumper	Use Existing Porcelain Insulators on Rack
2	SB 1	0+00	144.1	0° 00' 00"R	1 - 70 ft. CL H1 Pole, 8.5 ft. Deep 6 - 60 kV Suspension Insulators, Dead End Configuration per SVP Standard 6 - Thermolign Dead Assembly for 715 kcmil ACCR. TLDE -0112 3 - 60 kV Horizontal Line Post Insulators 3 - Trunnion Clamp for 715 kcmil ACCR Jumper 3 - Jumper Connectors Pressed Sleeves 3 - 48" Armor Rods for Jumper Posts 1 - Load Break Air Switch 2 - High Voltage Signs on 60 kV 6 - High Voltage Signs on 12 kV 1 - 8 ft. HSP Crossarm Assembly 2 - 36" Braces for Crossarm 1 - Plastic Gain for Crossarm 3 - Steel Pins for Insulators 3 - 12 kV Pin Type Insulators 3 - Hot Line Clamp, Dead End Shoes for 397 AAC 3 - Suspension Silicon Rubber Insulators for 12 kV 1 - 10 ft. HSP Crossarm Assembly 1 - Alley Arm Brace, 7 ft long 1 - Plastic Gain for Crossarm 1 - 5/8" anti split bolt with spring clip and square curve 4 - Anchor Plates with Thimble Clevis Bonding Material, #6 Solid Copper Wire and Staples	600 amp BM Riser All Guys, Fixtures, and Communications	Existing Pole and Hardware	If required, press 715 sleeves with 100 ton press. All 715 ACCR connections (press or bolted) must be wire brushed and cleaned, with AFCH10T compound applied. Connect 600 amp riser to air switch using 250 MCM copper wire. and air switch to 397 AAC main line The framing configuration of the riser should match the existing riser. Crossarms to be framed Per SVP Standard.
3	SB 2	1+44	115.5	42° 49' 14"L	6 - 60 kV Suspension Insulators, Dead End Configuration per SVP Standard 6 - TLDE -0112 THERMOLIGN Dead End Assembly for 715 kcmil ACCR 3 - Jumper Connectors Pressed Sleeves for 715 kcmil ACCR 2 - High Voltage Signs	N/A	6 - Dead End Suspension Insulators and Clamps	Reuse and tighten existing 3/4" hardware. Reuse Existing Bonding Material If required, press 715 sleeves with 100 ton press. All 715 ACCR connections (press or bolted) must be wire brushed and cleaned, with AFCH10T compound applied. Re-tension guy wires.
4	SB 3	2+60	202.5	1° 22' 18"L	3 - 60 kV Horizontal Post Insulators, Delta Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. 1 - Load Break Air Switch 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 6 - Hot Line Clamp, Dead End Shoes for 397 AAC 6 - Suspension Silicon Rubber Insulators for 12 kV 1 - 5/8" anti split bolt with spring clip and square curve Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - Horizontal Post Insulators and Trunnion Clamps 1 - KPF Air Switch	Connect air switch to main line using 250 MCM copper wire. Re-tension guy wires.
5	SB 4	4+62	203.4	0° 50' 46"R	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. 2 - High Voltage Signs	N/A	3 - 954 kcmil Trunnion Clamps	Tighten all existing hardware and wipe down insulators.
6	SB 5	6+66	170.3	15° 15' 10"R	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. 2 - High Voltage Signs	N/A	3 - 954 kcmil Trunnion Clamps	Tighten all existing hardware and wipe down insulators. Re-tension guy wires.
7	SB 6	8+36	258.9	2° 24' 04"L	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. 2 - High Voltage Signs	N/A	3 - 954 kcmil Trunnion Clamps	Tighten all existing hardware and wipe down insulators.

Note: Static wire jumper to be installed on all insulators per SVP Standard. TECO Plates to be installed on all structures that will have insulators replaced.

SILICON VALLEY POWER: SERA-BROKAW 60 KV RECONDUCTOR
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STR No.	Existing Pole No.	Station	Span Ahead	Angle	Installations / Replacements	Transfer	Removals	Comments
8	SB 7	10+95	215.1	24° 52' 46"L	3 - 60 kV Suspension Insulators, Vertical Suspended Configuration per SVP Standard 3 - Thermolign Suspension Rubber Inserts and Housing Clamps. TLS-0306 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 4 - High Voltage Signs on 12 kV 2 - 9 ft. LSP Crossarm Assembly 1 - 8 ft. HSP Crossarm Assembly 3 - Steel Pins for Insulators 3 - 12 kV Pin Type Insulators 3 - Hot Line Clamp, Dead End 3 - Suspension Silicon Rubber Insulators for 12 kV 1 - 3 Spool Rack 1 - 14" Service Bracket Bonding Material, #6 Solid Copper Wire and Staples.	N/A	3 - Suspension Insulators and Clamps 1 - Upper 12 kV Crossarm 1 - Lower 12 kV Dead End Crossarm 1 - Secondary Rack 1 - Single Point Insulator	Reuse and tighten existing 3/4" hardware. Middle conductor on 12 kV crossarm should be located 18" from the pole. Raise new rack 3 ft. and retie. Transfer service to new 14" service bracket. Re-tension guy wires. Crossarms to be framed Per SVP Standard.
9	SB 8	13+10	153.5	11° 25' 29"L	1 - 70 ft. CL H2 Pole, 8.5 ft. Deep 3 - 60 kV Suspension Insulators, Vertical Suspended Configuration per SVP Standard 3 - Thermolign Suspension Rubber Inserts and Housing Clamps TLS-0306. 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR. 2 - High Voltage Signs 1 - 5/8" Anti Split Bolt and Spring Clip Bonding Material, #6 Solid Copper Wire and Staples	Communication wire from existing pole.	Existing Pole and Hardware	Install new pole 10 ft. East along the creek from existing pole and 7 ft. toward the fence.
10	SB 9	14+64	227.0	7° 38' 41"R	3 - 60 kV Horizontal Post Insulators, Delta Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 3 - Static Wire Jumper 2 - High Voltage Signs 1 - 5/8" Anti Split Bolt and Spring Clip Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - Horizontal Post Insulators and Trunnion Clamps	Install shear TECO plates.
11	SB 10	16+91	304.0	21° 55' 14"L	1 - 70 ft. CL H1 Pole, 8.5 ft. Deep 3 - 60 kV Suspension Insulators, Vertical Suspended Configuration per SVP Standard 3 - Thermolign Suspension Rubber Inserts and Housing Clamps TLS-0306. 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR. 2 - High Voltage Signs 3 - Anchor Plates with Thimble Clevis 1 - Expanding Anchor for Guy Wires 2 - 7/16" 60 kV DG 1 - 5/16" DG at Communications Wire 1 - 5/8" Anti Split Bolt and Spring Clip Bonding Material, #6 Solid Copper Wire and Staples.	Communication wire from existing pole.	Existing Pole and Hardware Guy Anchor Assembly	Install new pole 15 ft. North of existing pole. Anchor rod should be 24" max. above final grade.
12	SB 11	19+95	270.0	0° 00' 00"R	3 - 60 kV Suspension Insulators, Vertical Suspended Configuration per SVP Standard 3 - Thermolign Suspension Rubber Inserts and Housing Clamps. TLS-0306 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs 1 - 5/8" Anti Split Bolt and Spring Clip Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - Horizontal Post Insulators and Trunnion Clamps	Re-tension guy wires.
13	SB 12	22+65	281.2	1° 38' 19"R	3 - 60 kV Horizontal Post Insulators, Delta Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs 1 - 5/8" Anti Split Bolt and Spring Clip Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - Horizontal Post Insulators Clamps	Install shear TECO plates. Install static wire jumper.

Note: Static wire jumper to be installed on all insulators per SVP Standard. TECO Plates to be installed on all structures that will have insulators replaced.

SILICON VALLEY POWER: SERA-BROKAW 60 KV RECONDUCTOR

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STR No.	Existing Pole No.	Station	Span Ahead	Angle	Installations / Replacements	Transfer	Removals	Comments
14	SB 13	2S+46	248.0	42° 42' 39"R	6 - 60 kV Suspension Insulators, Dead End Configuration per SVP Standard 6 - Thermolign Dead End Assembly for 715 kcmil ACCR. TLDE -0112 3 - 60 kV Horizontal Line Post Insulators 3 - Trunnion Clamp for 715 kcmil ACCR Jumper 3 - Jumper Connectors Pressed Sleeves 3 - 48" Armor Rods for Jumper Posts 2 - High Voltage Signs Bonding Material, #6 Solid Copper Wire and Staples	N/A	6 - Dead End Suspension Insulators and Clamps	Reuse and tighten existing 3/4" hardware. Press 715 jumper sleeves with 100 ton press. All 715 ACCR connections (press or bolted) must be wire brushed and cleaned, with AFCH10T compound applied. Re-tension guy wires.
15	SB 14	27+94	224.9	0° 00' 00"R	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 1 - 5/8" Anti Split Bolt and Spring Clip	N/A	3 - 954 kcmil Trunnion Clamps	Re-tighten existing 3/4" insulator hardware.
16	SB 15	30+19	374.5	34° 24' 40"L	3 - 60 kV Suspension Insulators, Vertical Suspended Configuration per SVP Standard 3 - Thermolign Suspension Rubber Inserts and Housing Clamps. TLS-0306 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV	N/A	3 - Suspension Insulators and Clamps	Reuse and tighten existing 3/4" hardware. Reuse Existing Bonding Material Re-tension guy wires.
17	SB 16	33+94	278.2	14° 17' 58"L	3 - 60 kV Suspension Insulators, Vertical Suspended Configuration per SVP Standard 3 - Thermolign Suspension Rubber Inserts and Housing Clamps. TLS-0306 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV	N/A	3 - Suspension Insulators and Clamps	Reuse and tighten existing 3/4" hardware. Reuse Existing Bonding Material Re-tension guy wires.
18	SB 17	36+72	227.9	42° 33' 04"R	6 - 60 kV Suspension Insulators, Dead End Configuration per SVP Standard 6 - Thermolign Dead Assembly for 715 kcmil ACCR. TLDE -0112 3 - 60 kV Horizontal Line Post Insulators With Static wire Jumper 3 - Trunnion Clamp for 715 kcmil ACCR Jumper 3 - Jumper Connectors 3 - 48" Armor Rods for Jumper Posts 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV Bonding Material, #6 Solid Copper Wire and Staples	N/A	6 - Dead End Suspension Insulators and Clamps	Install New 3/4" hardware for 60 kV Framing Per SVP Standard. Press 715 jumper sleeves with 100 ton press. All 715 ACCR connections (press or bolted) must be wire brushed and cleaned, with AFCH10T compound applied. Re-tension guy wires.
19	SB 18	39+00	170.9	6° 33' 58"R	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 1 - 5/8" Anti Split Bolt and Spring Clip	N/A	3 - 954 kcmil Trunnion Clamps	Re-tighten existing 3/4" insulator hardware. Re-tension guy wires.
20	SB 108	40+71	156.7	3° 12' 07"L	3 - 60 kV Horizontal Post Insulators, Delta Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 1 - 5/8" Anti Split Bolt and Spring Clip 3 - Install Static wire Jumper on Each Insulator Bonding Material, #6 Solid Copper Wire and Staples.	N/A	3 - Horizontal Post Insulators and Trunnion Clamps	Install Shear Teco Plates on Each Bolt Insulator.
21	SB 19	42+28	284.4	0° 01' 00"L	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 1 - 5/8" Anti Split Bolt and Spring Clip	N/A	3 - 954 kcmil Trunnion Clamps	Re-Tighten 3/4" Hardware

Note: Static wire jumper to be installed on all insulators per SVP Standard. TECO Plates to be installed on all structures that will have insulators replaced.

SILICON VALLEY POWER: SERA-BROKAW 60 KV RECONDUCTOR

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STR No.	Existing Pole No.	Station	Span Ahead	Angle	Installations / Replacements	Transfer	Removals	Comments
22	SB 20	45+12	161.7	0° 00' 00"R	1 - 70 ft. CL H2 Pole, 8.5 ft. Deep. 3 - 60 kV Horizontal Post Insulators, Delta Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2- High Voltage Signs on 60 kV 2- High Voltage Signs on 12 kV 1 - 5/8" Anti Split Bolt and Spring Clip 2 - 9 ft. LSP Crossarm Assembly. 6 - Hot Line Clamp, Dead End Shoes for 397 AAC 6 - Suspension Silicon Rubber Insulators for 12 kV 3 - 397 Al Wire Jumpers, Connect to Main Line 3 - 397 Al Perform Tie for Jumpers 6 - 397 Al Parallel Groove 3 Bolt Connector 3 - 2" U Shape Moulding for Riser Transfer from Old Pole 2 - Anchor Plates with Thimble Clevis 1 - Guy Anchor, Double Screw 10" 2 - 3/8" EHS DG at 60 kV and 12 kV 1 - 5/8" Anti Split Bolt and Spring Clip Bonding Material, #6 Solid Copper Wire and Staples	Fiber Optics	Existing Pole and Hardware 15KVA OH T5F and Hardware	Install new pole and anchor 10 ft. North of the existing pole and anchor. Install Shear TECO Plates. Frame crossarm as a double dead end with flying bells removed. Middle conductor on 12 kV crossarm should be located 18" from the pole. All aluminum connections (press or bolted) must be wire brushed and cleaned, with AFCH10T compound applied. Install 25 ft. of 1/0 Tri. from pole #12B-1 to new pole 5B20. New 1/0 Tri. will be energized from pole #12B-1 and connected to riser and #4 Tri. at the church. Transfer #4 Tri. servicing the church to new pole 5B20. Crossarms to be framed Per SVP Standard.
23	SB 21	46+74	183.4	0° 00' 00"R	3 - 60 kV Horizontal Post Insulators, Delta Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 1 - 5/8" Anti Split Bolt and Spring Clip 1 - 9 ft. Single LSP Crossarm Assembly Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - Horizontal Post Insulators and Trunnion Clamps	Lower crossarm 2 ft. from current location. Middle conductor on 12 kV crossarm should be located 18" from the pole. Crossarms to be framed Per SVP Standard.
24	SB 22	48+57	156.3	2° 52' 08"L	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 1 - 5/8" Anti Split Bolt and Spring Clip Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - 954 kcmil Trunnion Clamps	Use Existing 60Kv. Insulators Re-frame insulators to a delta configuration using new 3/4" hardware. Install Shear TECO Plates. Re-tension guy wires.
25	SB 23	51+77	219.0	27° 47' 28"L	3 - Thermolign Suspension Rubber Inserts and Housing Clamps TLS-0306. 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR. 2 - High Voltage Signs on 60 kV 1 - 5/8" Anti Split Bolt and Spring Clip	N/A	3 - 954 kcmil Suspension Clamps	Re-tighten existing 3/4" Insulator hardware. Re-tension guy wires.
26	SB 24	53+96	123.4	2° 07' 54"L	3 - 60 kV Horizontal Post Insulators, Delta Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - Horizontal Post Insulators and Trunnion Clamps	Use delta configuration when installing new insulators. Install Shear TECO Plates.
27	SB 25	55+19	233.2	23° 09' 01"R	3 - 60 kV Suspension Insulators, Vertical Suspended Configuration per SVP Standard 3 - Thermolign Suspension Rubber Inserts and Housing Clamps TLS-0306. 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR. 2 - High Voltage Signs on 60 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve	N/A	3 - Suspension Insulators and Clamps	Reuse and tighten existing 3/4" hardware. Reuse Existing Bonding Material Re-tension guy wires.
28	SB 26	57+53	181.8	1° 04' 05"L	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve	N/A	3 - 954 kcmil Trunnion Clamps	Re-tighten existing 3/4" Insulator hardware.

Note: Static wire jumper to be installed on all insulators per SVP Standard. TECO Plates to be installed on all structures that will have insulators replaced.

SILICON VALLEY POWER: SERA-BROKAW 60 KV RECONDUCTOR

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STR No.	Existing Pole No.	Station	Span Ahead	Angle	Installations / Replacements	Transfer	Removals	Comments
29	SB 27	5934.435	270.647	7° 14' 26"L	1 - 70 ft. CL 1 Pole, 8.5 ft. Deep 3 - 60 kV Horizontal Post Insulators, Delta Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve 2 - 9 ft. LSP Crossarm Assembly 2 - 36" Braces for Crossarm 1 - Plastic Gain for Crossarm 6 - Steel Pins of Insulators 6 - 12 kV Pin Type Insulators 2 - Anchor Plates with Thimble Clevis 1 - Guy Anchor, Double Screw 10" 1 - 7/16" Down Guy Backing Up 60Kv 1 - 3/8" 12 kV DG Bonding Material, #6 Solid Copper Wire and Staples	12 kV Ckt 397 Al. Fiber Optics	Existing Pole and Hardware	Install new pole 10 ft. North, ahead station of existing pole. Install Shear TECO Plates. Middle conductor on 12 kV crossarm should be located 18" from the pole. If guy anchor hardware is associated with 60 kV Ckt., then it must be bonded to the 60 kV hardware. Crossarms to be framed Per SVP Standard.
30	SB 28	62+05	56.2	0° 00' 00"R	3 - Thermolign Dead Assembly for 715 kcmil ACCR. TLDE -0112 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 3 - Jumper Connectors 2 - High Voltage Signs on 60 kV	N/A	3 - 954 kcmil Trunnion Clamps 3 - 954 kcmil Dead End Clamps	Re-tighten existing 3/4" insulator hardware. Slack Span between poles SB28 and SB29. Press 715 sleeves with 100 ton press. All 715 ACCR connections (press or bolted) must be wire brushed and cleaned, with AFCH10T compound applied. Re-tension guy wires.
31	SB 29	62+61	149.4	49° 25' 29"R	3 - Thermolign Dead Assembly for 715 kcmil ACCR. TLDE -0112 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 3 - Jumper Connectors 2 - High Voltage Signs on 60 kV	N/A	6 - 954 kcmil Dead End Clamps	Re-tighten existing 3/4" insulator hardware. If required, press 715 jumper sleeves with 100 ton press. All 715 ACCR connections (press or bolted) must be wire brushed and cleaned, with AFCH10T compound applied. Re-tension guy wires.
32	SB 30	63+87	200.4	1° 50' 59"R	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve	N/A	3 - 954 kcmil Trunnion Clamps	Re-tighten existing 3/4" insulator hardware. Re-tension guy wires.
33	SB 31	65+87	239.7	0° 10' 31"L	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve	N/A	3 - 954 kcmil Trunnion Clamps	Re-tighten existing 3/4" insulator hardware.
34	SB 32	68+27	109.6	0° 25' 12"R	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - 954 kcmil Trunnion Clamps	Re-frame insulators to a delta configuration.
35	SB 33	69+36	169.2	5° 58' 25"L	3 - 60 kV Horizontal Post Insulators, Delta Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - Horizontal Post Insulators and Trunnion Clamps	Use delta configuration when installing new insulators. Install Shear TECO Plate. Re-tension guy wires.
36	SB 34	71+06	122.9	3° 53' 17"L	3 - 60 kV Horizontal Post Insulators, Delta Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - Horizontal Post Insulators and Trunnion Clamps	Use delta configuration when installing new insulators. Install Shear TECO Plate. Re-tension guy wires.

Note: Static wire jumper to be installed on all insulators per SVP Standard. TECO Plates to be installed on all structures that will have insulators replaced.

SILICON VALLEY POWER: SERA-BROKAW 60 KV RECONDUCTOR

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STR No.	Existing Pole No.	Station	Span Ahead	Angle	Installations / Replacements	Transfer	Removals	Comments
37	SB 35	72+29	277.5	82° 29' 45"L	1 - 80 ft. CL H1 Pole, 9.5 ft. Deep. 6 - 60 kV Suspension Insulators, Dead End Configuration per SVP Standard 6 - Thermolign Dead Assembly for 715 kcmil ACCR. TLDE -0112 3 - Jumper Connectors 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 2 - 9 ft. LSP Crossarm Assembly 2 - 36" Braces for Crossarm 1 - Plastic Gain for Crossarm 6 - Steel Pins of Insulators 6 - 12 kV Pin Type Insulators 3 - 397 Al Line Guard and Tie Bonding Material, #6 Solid Copper Wire and Staples.	All Guy Wires and Fixtures Fiber Optic Riser and Associated Material	Existing Pole and Hardware	Press 715 sleeves with 100 ton press. All 715 ACCR connections (press or bolted) must be wire brushed and cleaned, with AFCH10T compound applied. Middle conductor on 12 kV crossarm should be located 18" from the pole. Use existing anchor rods for guy wire. Crossarms to be framed Per SVP Standard.
38	SB 36	75+06	199.7	13° 10' 53"L	3 - 60 kV Suspension Insulators, Vertical Suspended Configuration per SVP Standard 3 - Thermolign Suspension Rubber Inserts and Housing Clamps. TLS-0306 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve 2 - 8 ft. LSP Alley Arm Assembly 1 - Alley Arm Brace, 7 ft Long 1 - Plastic Gain for Crossarm 6 - Steel Pins of Insulators 6 - 12 kV Pin Type Insulators 3 - 397 Al Line Guard and Tie Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - Suspension Insulators and Clamps 1 - Alley Arm Assembly	Reuse and tighten existing 3/4" hardware. Re-tension guy wires. Crossarms to be framed Per SVP Standard.
39	SB 37	76+65	117.5	0° 23' 12"R	3 - 60 kV Horizontal Post Insulators, Vertical Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve Bonding Material, #6 Solid Copper Wire and Staples	N/A	6 - Dead End Suspension Insulators and Clamps 3 - Horizontal Post Jumpers and Clamps	Use tangent, vertical configuration when installing new insulators. Install Shear TECO Plates.
40	SB 38	77+83	279.5	76° 58' 06"R	6 - 60 kV Suspension Insulators, Dead End Configuration per SVP Standard 6 - Thermolign Dead Assembly for 715 kcmil ACCR. TLDE -0112 3 - Jumper Connectors 2 - High Voltage Signs	N/A	6 - Dead End Suspension Insulators and Clamps	Reuse and tighten existing 3/4" hardware. Reuse Existing Bonding Material Press 715 sleeves with 100 ton press. All 715 ACCR connections (press or bolted) must be wire brushed and cleaned, with AFCH10T compound applied. Re-tension guy wires.
41	SB 39	80+62	276.6	0° 00' 00"R	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve 1 - 8 ft. Single LSP Crossarm Assembly 2 - 36" Braces for Crossarm 1 - Plastic Gain for Crossarm 3 - Steel Pins of Insulators 3 - 12 kV Pin Type Insulators 3 - 397 Al Preform Ties	N/A	3 - 954 kcmil Trunnion Clamps	Re-tighten existing 3/4" insulator hardware. Middle conductor on 12 kV crossarm should be located 18" from the pole. Lower Crossarm 2 ft. from current location. Re-tension guy wires. Crossarms to be framed Per SVP Standard.

Note: Static wire jumper to be installed on all insulators per SVP Standard. TECO Plates to be installed on all structures that will have insulators replaced.

SILICON VALLEY POWER: SERA-BROKAW 60 KV RECONDUCTOR

STRUCTURE DATA SHEET REV 0
SVP11-B-T006
Sheet 7 of 9

STR No.	Existing Pole No.	Station	Span Ahead	Angle	Installations / Replacements	Transfer	Removals	Comments
42	SB 40	83+39	222.2	20° 17' 40"L	3 - 60 kV Suspension Insulators, Vertical Suspended Configuration per SVP Standard 3 - Thermolign Suspension Rubber Inserts and Housing Clamps. TLS-0306 3 - Thermolign Reinforcing Armor Rod Assy. For 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve	N/A	3 - Suspension Insulators and Clamps	Reuse and tighten existing 3/4" hardware. Reuse Existing Bonding Material Lower 12 kV Crossarm 2 ft. from current location. Re-tension guy wires.
43	SB 41	8561.131	267.821	16° 36' 37"L	1 - 80 ft. CL 1 Pole, 9.5 ft. Deep. 3 - 60 kV Suspension Insulators, Vertical Suspended Configuration per SVP Standard 3 - Thermolign Suspension Rubber Inserts and Housing Clamps. TLS-0306 3 - Thermolign Reinforcing Armor Rod Assy. For 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 2 - 9 ft. LSP Alley Arm Assembly 1 - Alley Arm Brace, 7 ft Long 1 - Plastic Gain for Crossarm 6 - Steel Pins of Insulators 6 - 12 kV Pin Type Insulators 3 - Anchor Plates with Thimble Clevis 1 - Guy Anchor, Double Screw 10", 25 ft. Lead 2 - 5/16" 60 kV DG 1 - 5/16" 12 kV DG Bonding Material, #6 Solid Copper Wire and Staples.	N/A	Existing Pole and Hardware.	Install new pole and guy anchor 10 ft. South of existing pole and anchor. Crossarms to be framed Per SVP Standard.
44	SB 42	88+29	266.3	13° 15' 01"L	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve 2 - 9 ft. LSP Alley Arm Assembly 1 - Alley Arm Brace. 7 ft Long 1 - Plastic Gain for Crossarm 6 - Steel Pins of Insulators 6 - 12 kV Pin Type Insulators	N/A	3 - 954 kcmil Trunnion Clamps 1 - Alley Arm Assembly	Re-tighten existing 3/4" insulator hardware. Re-tension guy wires.
45	SB 43	9095.256	223.031	16° 56' 54"R	1 - 70 ft. CL 1 Pole, 8.5 ft. Deep. 3 - 60 kV Suspension Insulators, Vertical Suspended Configuration per SVP Standard 3 - Thermolign Suspension Rubber Inserts and Housing Clamps. TLS-0306 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 2 - 9 ft. Double LSP Crossarm Assembly, Frame as Double Dead End 3 - Hot Line Clamp, Dead End 6 - Suspension Insulators for 12 kV 3 - 397 Al Wire Jumpers to Connect to Jumper, 10 ft. 3 - 397 Al Perform Tie for Jumpers 6 - 397 Al Parallel Groove 3 Bolt 3 - Dead End Clevis for 4/0 Copper 2 - Anchor Plates with Thimble Clevis Bonding Material, #6 Solid Copper Wire and Staples	Cables and Wires	Existing Pole and Hardware	Use vertical suspended configuration when framing new pole. Middle conductor on 12 kV crossarm should be located 18" from the pole. 4/0 Copper wire from Pole 45A will need to be re-sagged. 397 Al wire will need to be re-sagged. Crossarms to be framed Per SVP Standard. Transfer horizontal guy wires from existing pole.

Note: Static wire jumper to be installed on all insulators per SVP Standard. TECO Plates to be installed on all structures that will have insulators replaced.

SILICON VALLEY POWER: SERA-BROKAW 60 KV RECONDUCTOR

STRUCTURE DATA SHEET REV 0
SVP11-B-T006
Sheet 8 of 9

STR No.	Existing Pole No.	Station	Span Ahead	Angle	Installations / Replacements	Transfer	Removals	Comments
46	SB 44	93+18	180.7	2° 11' 41"R	1 - 70 ft. CL 1 Pole, 8.5 ft. Deep. 3 - 60 kV Horizontal Post Insulators, Delta Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR. 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 2 - 9 ft. Single LSP Crossarm Assembly 2 - 36" Braces for Crossarm 1 - Plastic Gain for Crossarm 6 - Steel Pins of Insulators 6 - 12 kV Pin Type Insulators 1 - Anchor Plate with Thimble Clevis Bonding Material, #6 Solid Copper Wire and Staples.	Head Guy Communication Wires	Existing Pole and Hardware	Use delta configuration when framing new pole. Install Shear TECO Plates. Middle conductor on 12 kV crossarm should be located 18" from the pole. Lower 12 kV crossarm and guy wire 2 ft. from current location. Transfer existing horizontal guy wire from existing pole.
47	SB 44A	94+99	191.3	1° 26' 29"L	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV	N/A	3 - 954 kcmil Trunnion Clamps	Re-tighten existing 3/4" insulator hardware.
48	SB 45	96+90	168.5	11° 58' 08"R	3 - 60 kV Horizontal Post Insulators, Delta Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve 2 - 9 ft. LSP Crossarm Assembly 2 - 36" Braces for Crossarm 1 - Plastic Gain for Crossarm 6 - Steel Pins of Insulators 6 - 12 kV Pin Type Insulators Bonding Material, #6 Solid Copper Wire and Staples.	N/A	3 - Horizontal Post Insulators and Trunnion Clamps Idle Pole Steps Above Communication Wire Idle Ground Wire	Use delta configuration when installing new insulators. Middle conductor on 12 kV crossarm should be located 18" from the pole. Re-tension guy wires. Crossarms to be framed Per SVP Standard.
49	SB 4SA	98+59	154.6	0° 18' 50"L	3 - 60 kV Horizontal Post Insulators,Vertical Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. For 715 kcmil ACCR. 2 - High Voltage Signs on 60 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve Bonding Material, #6 Solid Copper Wire and Staples.	N/A	3 - Horizontal Post Insulators and Trunnion Clamps	Re-sag 4/0 copper wire on 12 kV Ckt., including wire to pole SB43.
50	SB 46	100+13	165.4	1° 33' 21"R	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR. 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 2 - 9 ft. LSP Crossarm Assembly 2 - 36" Braces for Crossarm 1 - Plastic Gain for Crossarm 6 - Steel Pins for Insulators 6 - 12 kV Pin Type Insulators	N/A	3 - 954 kcmil Trunnion Clamps 1 - Crossarm Assembly Idle Pole Steps Above Communication Wire Idle Ground Wire	Re-tighten existing 3/4" insulator hardware. Lower crossarm 2 ft. from current location. Middle conductor on 12 kV crossarm should be located 18" from the pole. Re-tension guy wires. Crossarms to be framed Per SVP Standard.
51	SB 47	101+79	161.2	1° 07' 01"L	3 - 60 kV Horizontal Post Insulators, Vertical Configuration per SVP Standard 3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - Horizontal Post Insulators and Trunnion Clamps	Install shear TECO plates.
52	SB 47A	103+40	251.1	0° 28' 38"R	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR 2 - High Voltage Signs on 60 kV	N/A	3 - 954 kcmil Trunnion Clamps	Re-tighten existing 3/4" insulator hardware.

Note: Static wire jumper to be installed on all insulators per SVP Standard. TECO Plates to be installed on all structures that will have insulators replaced.

SILICON VALLEY POWER: SERA-BROKAW 60 KV RECONDUCTOR

STRUCTURE DATA SHEET REV 0

SVP11-B-T006

STR No.	Existing Pole No.	Station	Span Ahead	Angle	Installations / Replacements	Transfer	Removals	Comments
53	SB 112	105+91	71.8	1° 41' 60"R	3 - Thermolign Support Assy. for 715 kcmil ACCR. TLS-0206 3 - Thermolign Reinforcing Armor Rod Assy. for 715 kcmil ACCR. 2 - High Voltage Signs on 60 kV 1 - 5/8" Anti Split Bolt with Spring Clip and Square Curve	N/A	3 - 954 kcmil Trunnion Clamps	Re-tighten existing 3/4" insulator hardware.
54	SB 48	106+63	324.4	38° 47' 18"R	6 - 60 kV Suspension Insulators, Dead End Configuration per SVP Standard 3 - Thermolign Dead Assembly for 715 kcmil ACCR. TLDE -0112 3 - 60 kV Double Trunnion Horizontal Line Post Insulators 6 - Trunnion Clamp for 954 kcmil AAC 3 - Terminal Connector for 715 kcmil ACCR 6 - Terminal Connector for 954 kcmil AAC 6 - Armor Rod for 954 kcmil AAC in Trunnion Clamp Connection 2 - High Voltage Signs Bonding Material, #6 Solid Copper Wire and Staples	N/A	3 - Dead End Suspension Insulators and Clamps 3 - Horizontal Post Jumpers and Clamps	Reuse and tighten existing 3/4" hardware for dead end suspension insulators. Install new 3/4" hardware for horizontal line post insulators. Press all jumper connectors with 100 ton press. All 715 ACCR connections (press or bolted) must be wire brushed and cleaned, with AFCH10T compound applied. Install high voltage sign 40" max from lowest conductor.
55	SB 49	109+85	230.8	9° 00' 53"R	1 - 70 ft. CL H2 Pole, 8.5 ft. Deep 3 - 60 kV Suspension Insulators, Vertical Suspended Configuration per SVP Standard 3 - Yoke Plate, w/ Socket Clevis and 2 Ball Clevises 6 - Suspension Clamp Assembly for 954 kcmil AAC 6 - Line Guards for 954 kcmil AAC 2 - High Voltage Signs on 60 kV 2 - High Voltage Signs on 12 kV 1 - 8 ft. Single LSP Crossarm Assembly 2 - Steel Pins for Insulators 2 - 12KV. Insulators 2 - Line Guards for #6 Solid Copper Wire 2 - Anchor Plates with Thimble Clevis Bonding Material, #6 Solid Copper Wire and Staples	Single Phase 12 kV Ckt. #6 Solid Copper Wire Fiber Optics Telephone Street Light Riser Down Guys	Existing Pole and Hardware	Locate new pole in line with existing anchor rod. Crossarms to be framed Per SVP Standard.

Note: Static wire jumper to be installed on all insulators per SVP Standard. TECO Plates to be installed on all structures that will have insulators replaced.

TOTAL MATERIALS

Item #	Items Provided by SVP	SVP Stock # / MFG CAT. #	Description	Dwg P-SB1	Dwg P-SB8	Dwg P-SB10	Dwg P-SB20	Dwg P-SB22	Dwg P-SB27	Dwg P-SB28	Dwg P-SB41	Dwg P-SB48	Dwg P-SBDE	Dwg P-SBDEJ	Dwg P-SBRA	Dwg P-SBHPID	Dwg P-SBHPIV	Project Total
1			#4 Copper Ground Wire	80	80	75	80		75		90							400
2			7/16" EHS Guy Wire, B-coating, National Strand Products, Inc.			130			65		225							420
3		C-794	8' Double Alley Arm Assembly								1							1
4		C-415	8' Double Arm Assembly						1									1
5		C-412	8' Single Arm Assembly	1			1											1
6		C-454	9' Single Arm Assembly					1										1
7		TR716-F	Bolt, All Thread, 3/4" X 16" w/ 4 Nuts, (Hughes Brothers)		1	4			4		2							11
8		TR718-F	Bolt, All Thread, 3/4" X 18" w/ 4 Nuts, (Hughes Brothers)		1	2	4		2		1							10
9		TR720-F	Bolt, All Thread, 3/4" X 20" w/ 4 Nuts, (Hughes Brothers)		1		2											3
10		B714-6	Bolt, Machine 3/4" X 14" , w/ Nut, Galvanized, (Hughes Brothers)			2			2		4							8
11		B716-6	Bolt, Machine 3/4" X 16" , w/ Nut, Galvanized, (Hughes Brothers)			2					2							4
12		70017	Bolt, Machine 5/8" X 12", w/ Nut		1						1							2
13		71190	Clamp, Dead End, w/ Clevis Dead End Assy. (715T-13 ACCR)	6		6				3		3	30	18				66
14		71188	Clamp, Suspension, w/ support assembly (715T-13 ACCR)		3						3				18			24
15		71189	Clamp, Trunnion 715T-13 ACCR, w/ Support Rod Assembly	3			3	3	3	3		3		9		33	57	114
16		JU0715T13HT	Connector, Jumper, (AFL)			3							15	9				27
17			Connector, Splice	6								6						12
18		2817R4.5-13-11	Dead-End Tee, Curved Base, (Hughes Brothers)			2			1		3							6
19		70065	Eyenut, Oval w/ 3/4" Tapped Bolt Hole		3	6					3							12
20		89046	Guard Line (715T-13 ACCR)		3						3				18			24
21		CF694TT-36	Guy Strain Insulator, Thimble Eye, (Hughes Brothers)					1										1
22		AS2731-B	Guy Wire Thimble, (Hughes Brothers)			2			1		6							9
23		GDE-1108	Guy-Grip, Dead-end, (Preformed)			4		2	2		6							14
24		72163	High Voltage Sign	2	1	1	1		1		1							7
25		H2C2026VX02	Insulator, Post Type, Horizontal, Rubber (Maclean)	3			3		3									9
26		73058	Insulator, Suspension, 60kV, Rubber	6	3	6					3							18
27		SLW70	Locknut, Square, for 3/4" Bolt, Galvanized, (Hughes Brothers)			4			2		6							12
28		12698	PISA RR Screw Anchors, Extension, (Hubbell)			1			1		1							3
29		C1100041	PISA RR Screw Anchors, Guy Adapter, Ovaleye, (Hubbell)			1			1		1							3
30		V1090007	PISA RR Screw Anchors, Lead Section, (Hubbell)			1			1		1							3
31		Class 1 Pole	Pole - Wood - 65 ft - Class 1						1									1

TOTAL MATERIALS

Item #	Items Provided by SVP	SVP Stock # / MFG CAT. #	Description	Dwg P-SB1	Dwg P-SB8	Dwg P-SB10	Dwg P-SB20	Dwg P-SB22	Dwg P-SB27	Dwg P-SB28	Dwg P-SB41	Dwg P-SB48	Dwg P-SBDE	Dwg P-SBDEJ	Dwg P-SBRA	Dwg P-SBHPID	Dwg P-SBHPIV	Project Total
32		Class H1 Pole	Pole - Wood - 65 ft - Class H1			1												1
33		Class H2 Pole	Pole - Wood - 70 ft - Class H2	1	1		1											3
34		Class 1 Pole	Pole - Wood - 80 ft - Class 1								1							1
35		77119	Shackle, Anchor		3	6					3							12
36		ASH-45	Shackle, Anchor, (MacLean)			2			1		3							6
37			Staples for securing ground wire to pole		10	10	10		10		10							50
38		70044	Washer, 3/4" Flat, Round		3	6	6		6		3							24
39		70042	Washer, 3/4" Lock Helical, Zinc Plated		3	6	6		6		3							24
40		MF70	Washer, Lock, 3/4", Galvanized (Hughes Brothers)			4			2		6							12
41		RW3-70	Washer, Round, 3/4", Galvanized, (Hughes Brothers)			4			2		6							12
42		70050	Washer, Square, Curved 3" x 3", for 5/8" Bolt		1						1							2
43		70049	Washer, Square, Curved 4" x 4", for 3/4" Bolt		3	6	6		6		3							24
44		89140	Load Break Air Switch (Inertia)	1														
45		73147	10' Single Arm HSP X-ARM Assembly	1														

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A.3

Santa Clara All-America City 2001

Date: February 5, 2015

To: City Manager for Council Action

From: Director of Human Resources

Subject: Approval of the Revised Job Description for Web Manager and Title Change to Web and Digital Media Manager

EXECUTIVE SUMMARY:

The Web and Digital Media Manager is a management position in the unclassified service, responsible for managing web and digital media teams and projects. This includes development, project management, implementation, and ongoing management of the City's digital presence, internal Intranet, video assets, mobile platforms, citizen engagement applications and open data systems. The Web and Digital Media Manager will provide expert advice and give formal presentations to senior management, department directors and elected officials on emerging new media and digital sites.

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.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the revised job description and job title will provide a current job description which will allow the City to begin a recruitment. There are no disadvantages.

ECONOMIC/FISCAL IMPACT:

There is no economic or fiscal impact to the City in approving the revised job title and job description, other than administrative staff time and expense. Funding is provided for this position in the adopted Information Technology Department 2014-2015 operating budget.

RECOMMENDATION:

That the Council approve the revised job description for Web Manager and title change to Web and Digital Media Manager.

Elizabeth C. Brown
Director of Human Resources

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) Job Description for Web and Digital Media Manager

Proposed February, 2015
Approved November, 2006

CITY OF SANTA CLARA, CALIFORNIA
WEB AND DIGITAL MEDIA MANAGER
(Unclassified)
(073)

EDUCATION AND EXPERIENCE

- Education and experience equivalent to graduation from an accredited college or university with a bachelor's degree in Digital Media, Interactive Design, Web Development, Marketing, Journalism, Public Administration, Information Technology, Business Administration, Communications, or a closely related field;
- Five (5) years of progressively responsible experience managing municipal or corporate web and digital media teams and projects;
- Experience managing and using websites, content management systems, intranet sites, social media sites, and digital media technologies;
- Experience with usability, architecture, development and design of digital assets including web site and social media content and digital media;
- Experience in gathering and analyzing business requirements in order to meet strategic goals and project/program results;
- Experience working with application service providers and hosted solutions; and
- Experience providing expert advice and giving formal presentations to senior management, department directors and elected officials on emerging new media and digital sites is desirable.

LICENSE

Possession of a valid California Class C driver's license is required at time of appointment and for the duration of employment.

DISTINGUISHING CHARACTERISTICS

This is a management position in the unclassified service, responsible for managing web and digital media teams and projects. This includes development, project management, implementation, and ongoing management of the City's digital presence, internal Intranet, video and mobile platforms, citizen engagement applications and open data systems. The Web and Digital Media Manager will provide expert advice and give formal presentations to senior management, department directors and elected officials on emerging new media and digital sites.

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

Duties may include, but are not limited to:

Under general direction:

- Prepare and deliver long-term strategic plans for the City's digital presence based on City goals and input from stakeholders;
- Partner with internal and external content managers to support their organizational needs while aligning with the City's Web and Digital Media strategies;
- Manage the City's digital presence ensuring consistency of appearance, functionality, security and conformance to policies and style;
- Lead the effort to make the City's digital presence a primary marketing tool;
- Develop solutions by working with City departments;
- Lead the exploration, evaluation, and design of technical solutions;
- Develop system requirements; formulate objective, plan project deliverables; and prepare installation requirements and specifications;
- Establish and maintain cooperative working relationships with other departments, agencies, contractors and the public to develop strategic and tactical plans to facilitate and improve the delivery of City service;
- Maintain open communications with stakeholders by utilizing committee and department liaisons;
- Monitor other municipal and governmental projects and sites to stay current with digital presence, open data and service delivery innovations and approaches;
- Provide project status reports and stay on budget by monitoring expenses and exploring cost-saving actions;
- Evaluate, track, and report usage of the City's web, social media and digital media sites, and recommend improvements to existing sites for increased effectiveness and efficiency;
- Manage performance of contractors and vendors by establishing and monitoring service level agreements and quality of service standards;
- Provide training on an as needed basis; and
- Perform other related duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Technologies related to the position, both new and emerging;
- Digital media, video assets, social media (e.g. Twitter, SharePoint, Facebook, LinkedIn, YouTube, Next Door etc.), web marketing concepts and tools;
- Content management systems;
- Web, social media and digital media standards and best practices;
- Project management practices and principles;
- Accessible web sites that comply with the Americans with Disabilities Act (ADA);
- Effective leadership and management principles and practices;
- Principles and practices of information technology management;

- Principles and best practices of budgeting (operating and capital), procurement, communication, contracting, human resources, information technology, public relations, project management, and performance standards to achieve outcomes and expectations; and
- Project management principles and best practices.

Ability to:

- Think strategically with the ability to implement strategy;
- Effectively lead a Web and Digital Media Team by working collaboratively with staff, management, internal and external stakeholders;
- Effectively partner with internal and external content managers to support their organizational needs while aligning with the City's Web and Digital Media strategies;
- Self-motivate and drive organizational web, social media and digital media teams;
- Effectively prioritize and execute tasks in a high pressure environment;
- Coordinate technical resources in support of Web and Cloud-based systems;
- Establish and maintain positive and effective relationships with City employees including elected and senior officials and managers, general public, contractors and other governmental representatives;
- Analyze, design and test software to reduce or eliminate errors and increase efficiency;
- Research and recommend appropriate solutions to internal agency clients;
- Work as team player and be willing to deliver excellent customer service to both internal and external City clients;
- Communicate logically and clearly, both orally and in writing;
- Follow oral and written instructions;
- Work effectively in time-sensitive situations and meet deadlines;
- Coordinate multiple projects and complex tasks simultaneously;
- Pay close attention to detail;
- Bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties;
- Provide training and technical support to departmental staff and ensure appropriate training of staff and end users; and
- Exercise independent judgment and initiative with minimal supervision.

SUPERVISION RECEIVED

Works under the general direction of the Director of Information Technology/CIO or other manager as assigned.

SUPERVISION EXERCISED

May supervise subordinate personnel as 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 Directive 100.

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A.4

Date: February 10, 2015

To: City Manager for Council Action

From: Director of Human Resources

Subject: Approval of the Revised Job Description for Assistant City Librarian

EXECUTIVE SUMMARY:

This is a management position in the unclassified service responsible for administering, managing, and coordinating major library divisions, functions as the library's project manager for specialized projects, and is responsible for the operation of the library in the absence of the City Librarian.

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.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the revised job description will provide an updated job description. 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. Funding is provided for this position in the adopted Library Department 2014-2015 operating budget.

RECOMMENDATION:

That the Council approve the revised job description for Assistant City Librarian.

Elizabeth C. Brown
Director of Human Resources

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) Revised Job Description for Assistant City Librarian

Proposed February, 2015
Approved May, 2008

CITY OF SANTA CLARA, CALIFORNIA
ASSISTANT CITY LIBRARIAN
(Unclassified)
(012)

EDUCATION AND EXPERIENCE

- Possession of a Masters Degree in Library/Information Science from an American Library Association accredited library school; and
- Four years of increasingly responsible professional library experience, at least two years of which was managing a major library division.

LICENSE

Possession of a valid Class C California driver's license is required at the time of appointment and for the duration of employment.

DISTINGUISHING CHARACTERISTICS

This is a professional managerial position in the unclassified service. The incumbent in this position administers, manages, and coordinates major library divisions, functions as the library's project manager for specialized projects, and is responsible for the operation of the library in the absence of the City Librarian.

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

Duties may include, but are not limited to the following:

Under general direction:

- Assist in the planning, development and implementation of library goals, objectives, policies and procedures;
- Manage the preparation and administration of the library budget;
- Prepare the division budget, recommend allocation of division funds within guidelines; monitor expenditures to ensure adherence to the approved budget, and manage contractual services;
- Assist in the planning for library facilities, equipment and furnishings;
- Plan, direct, and evaluate programs of library service within areas of assignment and recommend appropriate action;
- Manage, schedule and evaluate the work of library staff and volunteers, and develop processes designed to support a continuous learning environment;
- Analyze operations to determine the most efficient and effective assignment of staff;
- Coordinate departmental training programs, including staff orientation and in-service

training;
- Manage, streamline, and modernize the Collection and Technical Services Divisions;
- Coordinate the marketing and promotion of library collections, programs and services;
- Ensure the optimal use of library facilities to accommodate the evolving needs of customers and staff;
- Respond to inquiries and concerns from the public and follow through with appropriate actions;
- Prepare and maintain a variety of records and reports pertinent to library operations;
- Plan, conduct and attend various community and professional meetings, conferences, and workshops;
- Represent the City and the library at civic, professional, and other meetings;
- Act as the City Librarian in his/her absence and may represent the City Librarian at Board of Library Trustees and other public meetings;
- Assist in the coordination of library activities with other City departments and outside agencies; and
- Perform other related duties as required.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:
- Library organization, objectives, services, practices, materials and trends;
- Principles and practices of organization and management, including problem solving, conflict resolution, and employee development;
- Principles and practices of customer service;
- Principles and practices of municipal budget preparation, and administration of contracts and fiscal planning;
- Principles of selection, de-selection, and evaluation of library collections;
- Marketing and promotion of library materials and services;
- Acquisition, cataloging and technical processing of library materials;
- Principles and practices of project management and workload planning;
- Library technology and its development and implementation in the provision of library services to the community;
- Research methods and statistical analysis;
- Complex spreadsheets and database applications; and
- Organizational safety practices, procedures and standards.

Ability to:
- Work collaboratively to establish clear goals and objectives in order to create an organization that delivers excellent customer service through ethical leadership standards, establishes an atmosphere of respect for employees consistent with the City's Code of Ethics and Values;
- Design and implement service strategies that optimize library resources;
- Analyze and coordinate multiple projects and complex tasks and/or administrative problems, evaluate alternatives, and implement effective courses of action;
- Select, train, manage and evaluate staff;
- Effectively manage and direct the work of staff in order to accomplish complex tasks;
- Meet the public and discuss problems and concerns tactfully, courteously, and effectively;
- Establish and maintain effective working relationships with those contacted in the course of

work, including staff and the general public;

- Work collaboratively to 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;
- Build constructive relationships by promoting effective partnerships with department peers, bargaining units, employees, citizens, and others contacted in the course of work;
- Represent and speak for the department and its work, e.g., presenting, explaining, promoting, defining, and negotiating to those within and outside the department by making clear and convincing oral presentations to individuals and groups, by listening effectively and clarifying information and by facilitating an open exchange of ideas;
- 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;
- Develop comprehensive plans from general instructions;
- Exercise good judgment in structuring and organizing work and setting priorities, balancing the interests of the City and constituents, and readily readjusting priorities to respond to current and future needs;
- Prepare and present clear, concise and complex written and oral reports;
- Communicate logically and clearly, both orally and in writing;
- Work effectively in time-sensitive situations and meet deadlines; and
- Walk or stand for extended periods of time and bend, stoop, crawl, climb, lift or any other physical requirement as necessitated by the position to perform assigned duties.

SUPERVISION RECEIVED

Works under the general direction of the City Librarian.

SUPERVISION EXERCISED

Manage professional, paraprofessional, custodial, administrative, as-needed and other staff as assigned.

OTHER REQUIREMENTS

- Must be able to perform all the essential functions of the job assignment.
- May be required to work evenings and weekends.

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: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A.5

Date: February 10, 2015

To: City Manager for Council Action

From: Director of Finance/Assistant City Manager

Subject: Acceptance of the Monthly Financial Status Reports for December 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 December 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 December 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 December 2014

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CITY OF SANTA CLARA

MONTHLY FINANCIAL STATUS REPORTS

SUMMARIES OF REVENUES AND EXPENDITURES

ALL FUNDS CASH POSITION

SUMMARY OF PORTFOLIO

SUMMARY SCHEDULE OF INVESTMENTS

INVESTMENT MATURITY DISTRIBUTION

LIST OF SECURITIES BROKERS AND DEALERS

ATTACHMENT A: INVESTMENT INVENTORY WITH MARKET VALUE

December 2014

CITY OF SANTA CLARA

MONTHLY FINANCIAL STATUS REPORTS

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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
as of December 31, 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	$ 169,181,474	$ 78,992,436	$ 90,189,038	$ 169,181,474	$ 71,509,462	$ 97,672,012
Downtown Parking Mtce.	025	191,846	59,953	131,893	191,846	178,228	13,618
Convention Center Mtce.	026	1,375,711	586,852	788,859	1,375,711	949,500	426,211
Public Facilities Corp. Debt	431	2,505,934	878,986	1,626,948	2,505,934	2,505,984	(50)
Vehicle Equipment	050	5,990,492	2,468,134	3,522,358	5,990,492	4,858,042	1,132,450
Automotive Services	053	4,205,645	2,021,660	2,183,985	4,205,645	2,127,386	2,078,259
Senior Nutrition Program	111	169,478	72,366	97,112	169,478	39,701	129,777
Communications Tech. Srv.	047	66,894	18,354	48,540	66,894	66,894	-
Communications Equip.	048	463,919	112,090	351,829	463,919	231,959	231,960
Electric Utility Funds	091/191	343,134,684	153,832,530	189,302,154	343,134,684	172,486,017	170,648,667
Electric Utility Debt	491	15,022,394	10,521,955	4,500,439	15,022,394	9,018,992	6,003,402
Water Utility Fund	092	33,816,651	14,697,809	19,118,842	33,816,651	16,271,960	17,544,691
Sewer Utility Fund	094	18,775,471	9,322,644	9,452,827	18,775,471	3,426,252	15,349,219
Cemetery	093	851,186	490,860	360,326	851,186	507,320	343,866
Solid Waste Utility Fund	096	19,326,516	8,240,957	11,085,559	19,326,516	9,651,919	9,674,597
Water Recycling Program	097	3,033,501	1,673,102	1,360,399	3,033,501	1,985,404	1,048,097
Sewer Utility-Debt Services	494	1,140,000	-	1,140,000	1,140,000	1,140,000	-
TOTAL		$ 619,251,796	$ 283,990,688	$ 335,261,108	$ 619,251,796	$ 296,955,020	$ 322,296,776

(1) - Budgeted appropriations include encumbered 6-30-14 appropriations plus FY14-15 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
as of December 31, 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	$ 1,416,468	$ 212,651	$ 1,203,817	$ 1,416,468	$ 1,420,344	$ (3,876)
Parks & Recreation	532	4,042,061	240,346	3,801,715	4,042,061	6,814,107	(2,772,046)
Streets & Highways	533	9,964,392	3,498,363	6,466,029	9,964,392	2,917,724	7,046,668
Section 2105 Gas Tax	521	1,147,991	517,224	630,767	1,147,991	1,141,614	6,377
Major City Streets	522	2,939,941	111,717	2,828,224	2,939,941	2,821,367	118,574
Section 2103 Gas Tax	523	2,364,436	-	2,364,436	2,364,436	2,771,309	(406,873)
Select City Streets	524	1,360,300	131,167	1,229,133	1,360,300	1,335,271	25,029
Traffic Mitigation	525	14,877,307	676,596	14,200,711	14,877,307	11,643,323	3,233,984
Street Lighting	534	7,423,789	53,731	7,370,058	7,423,789	7,211,790	211,999
Storm Drain	535	3,911,572	1,227,723	2,683,849	3,911,572	3,850,824	60,748
Fire	536	570,254	167,304	402,950	570,254	570,254	-
Library	537	647,430	-	647,430	647,430	647,430	-
Public Buildings	538	1,995,698	498,094	1,497,604	1,995,698	1,997,401	(1,703)
General Govmnt - Other	539	10,716,884	2,875,298	7,841,586	10,716,884	10,060,642	656,242
Community Services	562	4,252,688	588,450	3,664,238	4,252,688	388,538	3,864,150
Electric Utility	591	115,215,238	26,060,521	89,154,717	115,215,238	114,735,671	479,567
Water Utility	592	13,946,550	2,251,955	11,694,595	13,946,550	13,765,321	181,229
Cemetery	593	97,822	388	97,434	97,822	97,822	-
Sewer Utility	594	45,235,996	7,509,578	37,726,418	45,235,996	39,508,238	5,727,758
Solid Waste Utility	596	703,169	134,614	568,555	703,169	692,580	10,589
Water Recycling Prgm.	597	572,094	201,777	370,317	572,094	572,094	-
University Project Area CIP	938	-	-	-	-	-	-
Bayshore North Proj Area CIP	939	2,052,420	-	2,052,420	2,052,420	2,052,420	-
TOTAL		$ 245,454,500	$ 46,957,497	$ 198,497,003	$ 245,454,500	$ 227,016,084	$ 18,438,416

(1) - Budgeted appropriations include unexpended 6-30-14 appropriations plus FY14-15 appropriations, and exclude unallocated appropriations.

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

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

CITY OF SANTA CLARA
ALL FUNDS - CASH POSITION
as of December 31, 2014

TOTAL - ALL FUNDS CASH POSITION

Cash - Active	$ 23,093,231
Savings & Investments	583,720,537
TOTAL	$ 606,813,768

DETAIL OF SELECTED FUND CASH BALANCES:

	ELECTRIC	WATER	SEWER	SELECTED CONTINGENCY RESERVE
Operating Cash	$ 60,822,438	$ 10,243,532	$ 12,239,590	
Construction Cash	95,663,673	14,266,800	38,574,981	
Replacement & Improvement		303,090	1,507,553	
Water Conservation		33,125		
Green House Gas	183,158			
Renewable Energy Reserve	5,543,005			
Rate Stabilization Fund Reserve	25,000,000			
Cost Reduction Fund Reserve	51,758,577			
DVR Power Plant Contracts Reserve	5,078,163			
Working Capital Reserve				$ 27,603,742
Capital Projects Reserve				7,629,930
Building Inspection Reserve				6,018,383
Land Sale Reserve				79,411,212
TOTALS	$ 244,049,014	$ 24,846,547	$ 52,322,124	$ 120,663,267

CITY OF SANTA CLARA
SUMMARY OF PORTFOLIO

All securities held by the City of Santa Clara as of December 31, 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 December 31, 2014.

	BOOK VALUE	PERCENTAGE
City	$538,880,501	99.31%
SA	2,565,814	0.47%
SOSA	223,337	0.04%
HA	937,869	0.17%
Unrestricted	$542,607,521	100.00%
Restricted Bond Proceeds	41,113,016	
Total	$583,720,537	

Not shown above are the Stadium Authority funds held in separate bank accounts totaling $426,329 on December 31, 2014.

On December 31, 2014 the principal cost and market value of the City's unrestricted pooled cash portfolio were $542,607,521 and $540,716,217 respectively. In addition, the accrued interest was $866,126.

Investment Strategy and Market Update

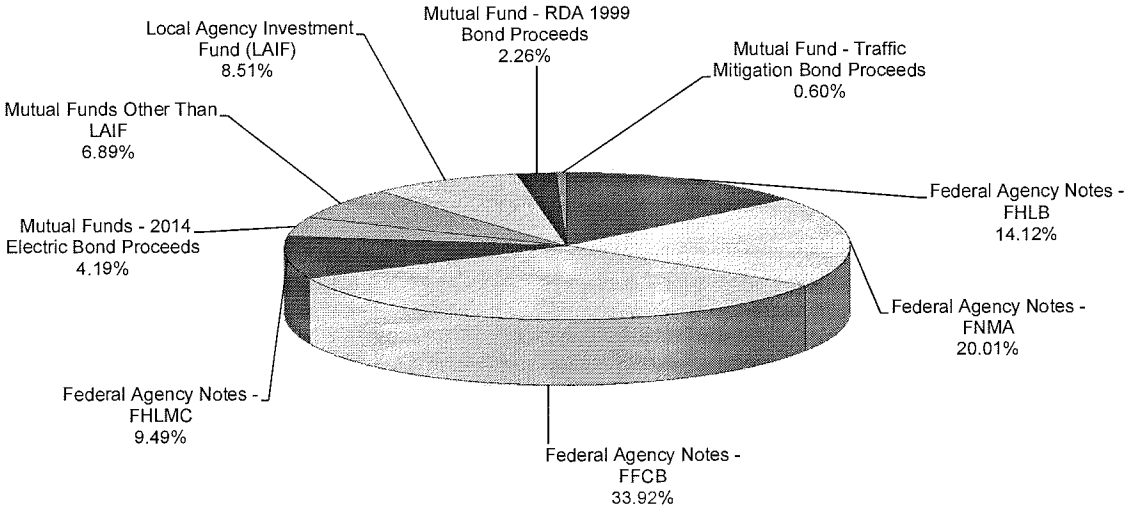
The City's investment strategy for December 2014 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides the liquidity to meet the City's cash needs, and earns a reasonable portfolio return.

As of December 31, 2014, City's portfolio consists of approximately 77.54% 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 1.92 years and the City's portfolio yield vs. the 12-month moving average yield of two-year Treasury Notes (Benchmark Return) was as follows:

PERIOD	CITY'S PORTFOLIO RETURN	BENCHMARK RETURN	AVERAGE DAYS TO MATURITY
December 2014	0.72%	0.46%	701
November 2014	0.70%	0.44%	708
December 2013	0.73%	0.30%	978

CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS DECEMBER 31, 2014

INVESTMENT TYPE	BOOK VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	$ -	0.00%	No Limit
Federal Agency Notes - FHLB	82,439,737	14.12%	No Limit
Federal Agency Notes - FNMA	116,773,535	20.01%	No Limit
Federal Agency Notes - FFCB	198,085,450	33.92%	No Limit
Federal Agency Notes - FHLMC	55,394,126	9.49%	No Limit
Mutual Fund - 2014 Electric Bond Proceeds	24,436,333	4.19%	15%
Mutual Funds Other Than LAIF	40,228,997	6.89%	10% Per Fund
Local Agency Investment Fund (LAIF)	49,685,677	8.51%	$50 M
Mutual Fund - Redevelopment Agency (RDA) 1999 Bond Proceeds	13,166,240	2.26%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	3,510,443	0.60%	No Limit
TOTAL INVESTMENTS	$ 583,720,537	100.00%	

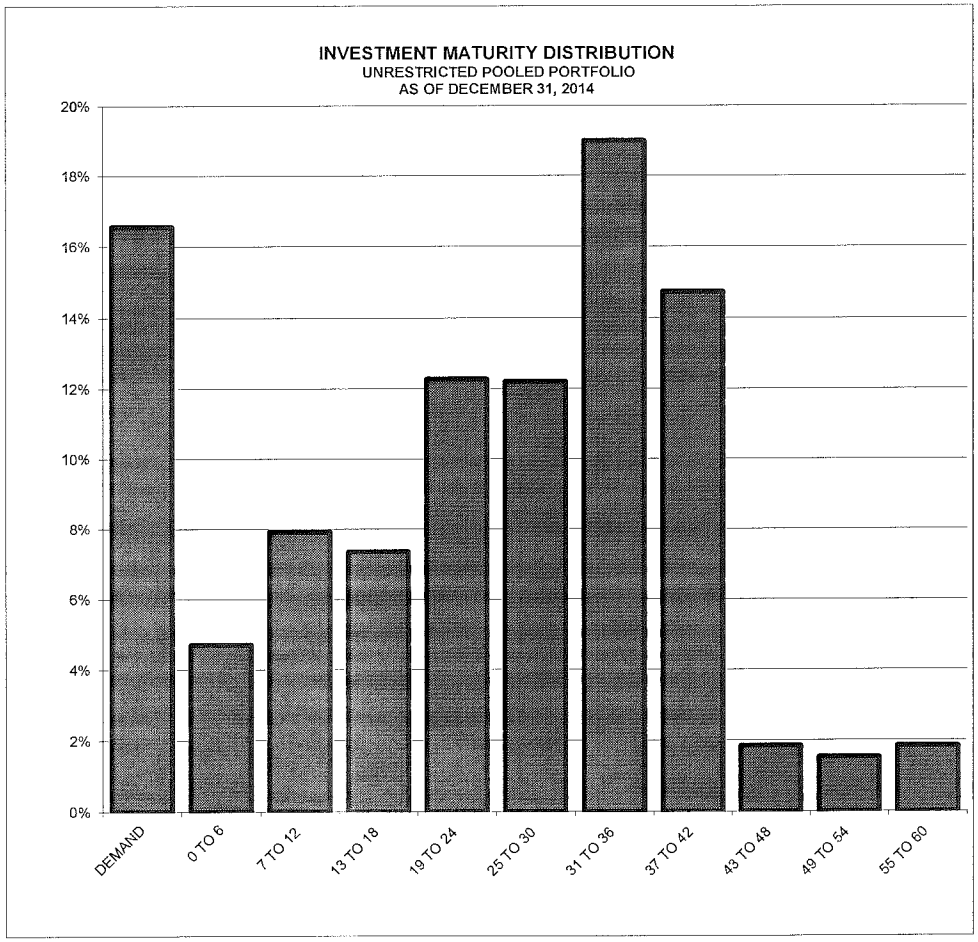


INVESTMENT MATURITY DISTRIBUTION
AS OF DECEMBER 31, 2014
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	BOOK VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND	$ 89,914,674 (a)	2	16.57%
0 TO 6	25,564,652	4	4.71%
7 TO 12	43,009,808	6	7.93%
13 TO 18	39,992,698	4	7.37%
19 TO 24	66,628,402	7	12.28%
25 TO 30	66,231,612	7	12.21%
31 TO 36	103,114,279	11	19.00%
37 TO 42	79,912,505	8	14.73%
43 TO 48	10,000,000	1	1.84%
49 TO 54	8,238,892	1	1.52%
55 TO 60	10,000,000	1	1.84%
TOTAL	$ 542,607,521	52	100.00%

Average Maturity of Unrestricted Pool: 1.92 **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

Raymond James

Higgins Capital, Inc.

Wedbush Securities

Cantor Fitzgerald & Company

Mutual Securities, Inc.

UnionBanc Investment Services, LLC.

Gilford Securities, Inc.

UBS Financial Services

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)

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INVESTMENTS OUTSTANDING AS OF 12/31/14
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 17199	FHLB step-up	3130A2AB2	25	1	1.3750	8,250,000.00	8,238,892.32*	1,575.52	0.00
	06/26/14 06/26/19		26	000	1.4062	8,238,892.32	99.86536145455	BOOK	
SUBTOTAL (Inv Type) 20 FHLB step-up			1.42%(M)		1.3750	8,250,000.00	8,238,892.32	1,575.52	.00
					1.4062	8,238,892.32	99.86536100000		
A 17187	FHLB MEDIUM TERM NOTES	313378CN9	25	1	.6000	5,000,000.00	5,010,295.00	11,166.67	
	01/08/14 08/17/15		25	000	.3105	5,014,410.92	100.2059000000	IDC	-4,115.92
A 17173	FHLB MEDIUM TERM NOTES	313382K85	25	1	.4500	10,000,000.00	9,993,610.00	12,875.00	
	04/24/13 03/18/16		25	000	.3903	10,008,867.99	99.93610000000	IDC	-15,257.99
A 17178	FHLB MEDIUM TERM NOTES	3133834R9	25	1	.3750	10,000,000.00	9,975,560.00	729.18	
	05/14/13 06/24/16		25	000	.4502	9,988,838.70	99.75560000000	IDC	-13,278.70
SUBTOTAL (Inv Type) 21 FHLB MEDIUM TERM NOTES			4.29%(M)		.4501	25,000,000.00	24,979,465.00	24,770.85	.00
					.3982	25,012,117.61	99.91786000000		-32,652.61
A 17190	FHLB COUPON NOTES	313379ER6	25	1	.5000	3,560,000.00	3,564,663.60	939.44	969.10
	01/10/14 06/12/15		25	000	.2906	3,563,694.50	100.1310000000	IDC	
A 17177	FHLB COUPON NOTES	313382V75	25	1	.4500	10,000,000.00	9,965,390.00	6,500.00	
	05/09/13 05/09/16		30	000	.4500	10,000,000.00	99.65390000000	IDC	-34,610.00
A 17157	FHLB COUPON NOTES	3133817D1	25	1	.9800	5,660,000.00	5,599,330.46	7,087.58	
	11/15/12 11/15/17		25	000	.9800	5,660,000.00	98.92810000000	IDC	-60,669.54
A 17161	FHLB COUPON NOTES	313381LC7	25	1	.9500	10,000,000.00	9,903,500.00	791.67	
	12/28/12 12/28/17		25	000	.9500	10,000,000.00	99.03500000000	IDC	-96,500.00
A 17183	FHLB COUPON NOTES	313383EP2	25	1	1.2500	10,000,000.00	9,894,600.00	3,819.44	
	06/20/13 06/20/18		26	000	1.3538	9,965,032.86	98.94600000000	IDC	-70,432.86
A 17203	FHLB COUPON NOTES	3130A3K60	25	1	1.6400	10,000,000.00	9,983,610.00	9,566.67	
	12/10/14 12/10/18		25	000	1.6400	10,000,000.00	99.83610000000	IDC	-16,390.00
SUBTOTAL (Inv Type) 22 FHLB COUPON NOTES			8.41%(M)		1.0203	49,220,000.00	48,911,094.06	28,704.80	969.10
					1.0261	49,188,727.36	99.37239800000		-278,602.40
A 17112	FNMA COUPON NOTES	31398A4M1	25	1	1.6250	10,000,000.00	10,113,800.00	29,340.28	41,463.69
	12/13/11 10/26/15		26	000	.8851	10,072,336.31	101.1380000000	IDC	
A 17167	FNMA COUPON NOTE	3135G0SU8	25	1	.6000	6,905,000.00	6,881,198.47	10,932.92	
	01/14/13 09/26/16		25	000	.6206	6,902,201.71	99.65530000000	IDC	-21,003.24
A 17176	FNMA Coupon Note	3135G0WY5	25	1	.5500	10,000,000.00	9,959,940.00	7,180.56	
	05/14/13 11/14/16		25	000	.5387	10,002,224.22	99.59940000000	IDC	-42,284.22
A 17185	FNMA COUPON NOTE	3135G0XL2	25	1	.6500	10,000,000.00	9,945,490.00	22,388.89	41,274.50
	06/13/13 02/27/17		25	000	1.0417	9,904,215.50	99.45490000000	IDC	
A 17153	FNMA COUPON NOTES	3136G0X89	25	1	.7500	10,000,000.00	9,938,110.00	13,541.67	
	10/26/12 04/26/17		25	000	.7500	10,000,000.00	99.38110000000	IDC	-61,890.00

* MARKET = BOOK LESS PURCHASE INTEREST

Attachment A

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

RUN: 01/23/15 08:29:01

INVESTMENTS OUTSTANDING AS OF 12/31/14
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 17182	FNMA COUPON NOTE	3136G1NU9	25	1	1.0000	10,000,000.00	9,983,290.00	3,333.33	
	06/19/13 06/19/17		25	000	1.0000	10,000,000.00	99.83290000000	IDC	-16,710.00
A 17141	FNMA COUPON NOTE	3136G0QM6	25	1	1.1000	10,000,000.00	9,958,560.00	51,944.44	
	07/11/12 07/11/17		25	000	1.0808	10,005,576.94	99.58560000000	IDC	-47,016.94
A 17144	FNMA COUPON NOTE	3135G0NF6	25	1	1.0000	10,000,000.00	9,951,940.00	36,111.11	
	08/21/12 08/21/17		30	000	1.0000	10,000,000.00	99.51940000000	IDC	-48,060.00
SUBTOTAL (Inv Type) 23 FNMA COUPON NOTE		13.19%(M)			.9228	76,905,000.00	76,732,328.47	174,773.20	82,738.19
					.8743	76,886,554.68	99.77547400000		-236,964.40
A 17184	FNMA MEDIUM TERM NOTE	3135G0XP3	25	1	.3750	10,000,000.00	9,972,480.00	18,333.33	32,758.82
	06/12/13 07/05/16		25	100	.6803	9,939,721.18	99.72480000000	IDC	
A 17156	FNMA MEDIUM TERM NOTE	3135G0PQ0	25	1	.8750	10,000,000.00	9,915,480.00	15,798.61	
	10/26/12 10/26/17		25	000	.9452	9,979,491.24	99.15480000000	IDC	-64,011.24
A 17205	FNMA MEDIUM TERM NOTE	3135G0VC4	25	1	1.1300	10,000,000.00	9,949,720.00	38,608.33	
	12/04/14 02/28/18		25	000	1.1552	10,022,133.33	99.49720000000	IDC	-42,280.00
A 17180	FNMA MEDIUM TERM NOTE	3135G0WJ8	25	1	.8750	10,000,000.00	9,833,720.00	9,722.22	
	05/28/13 05/21/18		30	000	1.0350	9,945,634.96	98.33720000000	IDC	-111,914.96
SUBTOTAL (Inv Type) 24 FNMA MEDIUM TERM NOTE		6.82%(M)			.8142	40,000,000.00	39,671,400.00	82,462.49	32,758.82
					.9542	39,886,980.71	99.17850000000		-218,206.20
A 17082	FFCB MEDIUM TERM NOTES	31331KCR9	25	1	2.0500	5,000,000.00	5,011,955.00	37,868.06	8,363.53
	03/09/11 02/18/15		26	000	1.9001	5,003,591.47	100.2391000000	IDC	
A 17139	FFCB MEDIUM TERM NOTES	3133EANJ3	25	1	.5000	10,000,000.00	10,006,950.00	8,333.33	8,181.94
	06/13/12 05/01/15		25	000	.5252	9,998,768.06	100.0695000000	IDC	
A 17191	FFCB MEDIUM TERM NOTES	3133EDC67	25	1	.2500	7,000,000.00	7,001,694.00	631.94	3,096.40
	01/10/14 06/18/15		25	000	.2904	6,998,597.60	100.0242000000	IDC	
A 17169	FFCB MEDIUM TERM NOTES	3133ECBB9	25	1	.4000	10,000,000.00	10,008,600.00	11,777.77	11,446.72
	01/29/13 09/15/15		25	000	.4287	9,997,153.28	100.0860000000	IDC	
SUBTOTAL (Inv Type) 26 FFCB MEDIUM TERM NOTES		5.50%(M)			.6565	32,000,000.00	32,029,199.00	58,611.10	31,088.59
					.6587	31,998,110.41	100.0912470000		
A 17168	FFCB COUPON NOTES	3133ECB86	25	1	.4200	10,000,000.00	10,010,850.00	8,866.67	8,884.40
	01/18/13 10/15/15		25	000	.4002	10,001,965.60	100.1085000000	IDC	
A 17174	FFCB COUPON NOTES	3133ECM76	25	1	.4000	10,000,000.00	9,971,490.00	7,666.67	
	04/26/13 04/22/16		25	000	.4337	9,994,990.84	99.71490000000	IDC	-23,500.84
A 17150	FFCB COUPON NOTES	3133EAZ76	25	1	.6900	10,000,000.00	9,966,030.00	18,208.33	
	09/26/12 09/26/16		26	000	.6900	10,000,000.00	99.66030000000	IDC	-33,970.00
A 17151	FFCB COUPON NOTES	3133EA2L1	25	1	.7200	10,000,000.00	9,957,810.00	800.00	
	09/27/12 12/27/16		25	000	.7309	9,998,353.74	99.57810000000	IDC	-40,543.74
A 17163	FFCB COUPON NOTES	3133ECBN3	25	1	.6500	9,790,000.00	9,722,909.13	707.06	
	01/08/13 12/27/16		26	000	.6628	9,787,533.92	99.31470000000	IDC	-64,624.79

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INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

RUN: 01/23/15 08:29:01

INVESTMENTS OUTSTANDING AS OF 12/31/14
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 17160	FFCB COUPON NOTES	3133ECAK0	25	1	.6700	10,000,000.00	9,941,170.00	18,797.22	
	12/20/12 03/20/17		25	000	.7083	9,990,602.19	99.41170000000	IDC	-49,432.19
A 17154	FFCB COUPON NOTES	3133EA4G0	25	1	.7000	10,000,000.00	9,915,940.00	15,555.56	
	10/12/12 04/11/17		25	000	.7396	9,990,280.15	99.15940000000	IDC	-74,340.15
A 17165	FFCB COUPON NOTES	3133EAE38	25	1	.8200	6,350,000.00	6,323,114.10	8,678.33	
	01/10/13 05/01/17		25	000	.8223	6,349,632.01	99.57660000000	IDC	-26,517.91
A 17175	FFCB COUPON NOTES	3133ECP40	25	1	.6400	10,000,000.00	9,882,980.00	9,244.44	
	05/09/13 05/09/17		25	000	.6527	9,996,882.27	98.82980000000	IDC	-113,902.27
A 17152	FFCB COUPON NOTES	3133EA4H8	25	1	.8200	10,000,000.00	9,902,860.00	38,722.22	
	10/12/12 07/11/17		25	000	.8407	9,993,934.22	99.02860000000	IDC	-91,074.22
A 17143	FFCB COUPON NOTES	3133EAZK7	25	1	.9700	10,000,000.00	9,973,390.00	42,302.78	
	07/24/12 07/24/17		25	000	.9700	10,000,000.00	99.73390000000	IDC	-26,610.00
A 17145	FFCB COUPON NOTES	3133EAF86	25	1	.9700	10,000,000.00	9,974,510.00	38,800.00	
	08/07/12 08/07/17		25	000	.9700	10,000,000.00	99.74510000000	IDC	-25,490.00
A 17149	FFCB COUPON NOTES	3133EAR26	25	1	.9700	10,000,000.00	9,967,710.00	31,255.56	
	09/05/12 09/05/17		25	000	.9772	9,997,901.15	99.67710000000	IDC	-30,191.15
A 17159	FFCB COUPON NOTES	3133EC7A6	25	1	.8200	10,000,000.00	9,903,880.00	4,327.78	
	12/12/12 12/12/17		25	000	.8405	9,994,003.29	99.03880000000	IDC	-90,123.29
A 17179	FFCB COUPON NOTES	3133ECQ56	25	1	1.0800	10,000,000.00	9,898,860.00	11,700.00	
	05/22/13 05/22/18		25	000	1.0852	9,998,253.01	98.98860000000	IDC	-99,393.01
A 17181	FFCB COUPON NOTES	3133ECQW7	25	1	1.2500	10,000,000.00	9,907,770.00	9,375.00	
	06/04/13 06/04/18		26	000	1.2707	9,993,006.57	99.07770000000	IDC	-85,236.57
A 17204	FFCB COUPON NOTES	3133EEEB2	25	1	1.9300	10,000,000.00	9,972,840.00	15,547.22	
	12/02/14 12/02/19		25	000	1.9300	10,000,000.00	99.72840000000	IDC	-27,160.00
SUBTOTAL (Inv Type) 27 FFCB COUPON NOTES		28.39%(M)			.8551	166,140,000.00	165,194,113.23	280,554.84	8,884.40
					.8674	166,087,338.96	99.43066900000		-902,110.13
A 17188	FHLMC MEDIUM TERM NOTES	3134G3ZA1	25	1	.5000	5,040,000.00	5,048,653.68	8,610.00	127.29
	01/09/14 08/28/15		25	000	.3301	5,048,526.39	100.1717000000	IDC	
A 17189	FHLMC MEDIUM TERM NOTES	3134G3ZA1	25	1	.5000	2,870,000.00	2,874,927.79	4,902.92	
	01/07/14 08/28/15		25	000	.3105	2,875,415.57	100.1717000000	IDC	-487.78
A 17194	FHLMC MEDIUM TERM NOTES	3137EADL0	25	1	1.0000	7,500,000.00	7,483,530.00	19,166.67	157.31
	03/10/14 09/29/17		25	000	1.0756	7,483,372.69	99.78040000000	IDC	
SUBTOTAL (Inv Type) 28 FHLMC MEDIUM TERM NOTES		2.65%(M)			.7429	15,410,000.00	15,407,111.47	32,679.59	284.60
					.6885	15,407,314.65	99.98125500000		-487.78
A 17155	FHLMC COUPON NOTES	3134G3S50	25	1	.6250	10,000,000.00	9,976,070.00	10,416.67	
	10/18/12 11/01/16		25	000	.6333	9,998,366.78	99.76070000000	IDC	-22,296.78
A 17164	FHLMC COUPON NOTES	3134G33Y4	25	1	.9500	10,000,000.00	9,910,170.00	41,958.33	
	01/22/13 01/22/18		25	000	.9808	9,989,493.43	99.10170000000	IDC	-79,323.43
A 17171	FHLMC COUPON NOTES	3134G37A2	25	1	1.1250	10,000,000.00	9,903,360.00	27,812.50	
	04/02/13 04/02/18		25	000	1.1250	10,000,000.00	99.03360000000	IDC	-96,640.00
A 17172	FHLMC COUPON NOTES	3134G43F3	25	1	1.0200	10,000,000.00	9,848,340.00	17,283.33	
	04/30/13 04/30/18		25	000	1.0231	9,998,950.99	98.48340000000	IDC	-150,610.99

Attachment A

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

RUN: 01/23/15 08:29:01

INVESTMENTS OUTSTANDING AS OF 12/31/14
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) 29 FHLMC COUPON NOTES	6.81%(M)			.9300	40,000,000.00	39,637,940.00	97,470.83	.00
					.9405	39,986,811.20	99.09485000000		-348,871.20
A 16667	RDA1999 Bond Proceeds Investmen		20	400	.0099	13,166,239.86	13,166,239.86*	-28,000.95	0.00
	10/04/04 01/15/15		3	000	.0099	13,166,239.86	100.0000000000	BOOK	
	SUBTOTAL (Inv Type) 65 Govt Mutual Fund - Fide	2.26%(M)			.0099	13,166,239.86	13,166,239.86	-28,000.95	.00
					.0099	13,166,239.86	100.0000000000		
A 16059	STATE OF CA DEMAND DEP		96	1	.2403	49,685,676.57	49,685,676.57	122,240.79	0.00
	09/30/97 01/15/15		96	000	.2403	49,685,676.57	100.0000000000	USERPR	
	SUBTOTAL (Inv Type) 99 LOCAL AGENCY INVESTMENT	8.54%(M)			.2403	49,685,676.57	49,685,676.57	122,240.79	.00
					.2403	49,685,676.57	100.0000000000		
A 17046	MUTUAL FUNDS-FIDELITY		25	1	.0759	40,228,996.97	40,228,996.97*	15,290.66	0.00
	11/01/08 01/15/15		101	000	.0759	40,228,996.97	100.0000000000	BOOK	
	SUBTOTAL (Inv Type) 305 MUTUAL FUNDS-FIDELITY	6.91%(M)			.0759	40,228,996.97	40,228,996.97	15,290.66	.00
					.0759	40,228,996.97	100.0000000000		
A 16064	DREYFUS TREASURY CASH MANAGEMEN		20	800	.0099	3,510,443.16	3,510,443.16	1,281.49	0.00
	10/31/97 01/15/15		102	000	.0099	3,510,443.16	100.0000000000	USERPR	
A 17201	MUTUAL FUNDS-DREYFUS		5	51	.3059	24,436,333.01	24,436,333.01*	215.28	0.00
	06/16/14 01/15/15		102	000	.3059	24,436,333.01	100.0000000000	BOOK	
	SUBTOTAL (Inv Type) 315 MUTUAL FUNDS-DREYFUS	4.80%(M)			.2687	27,946,776.17	27,946,776.17	1,496.77	.00
					.2687	27,946,776.17	100.0000000000		
	GRAND TOTAL				.7032	583,952,689.57	581,829,233.12	892,630.49	156,723.70
					.7080	583,720,537.47	99.63636500000		-2,017,894.72

* MARKET = BOOK LESS PURCHASE INTEREST

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A6

Date: February 9, 2015

To: City Manager for Council Action

From: Director of Human Resources

Subject: Recommendation to Set Salary at Step 3, Salary Schedule A-31 for Accountant Candidate Candy Nelson

EXECUTIVE SUMMARY:

As a result of a competitive recruitment for the Accountant position in the Finance Department, the Finance Department has offered Candy Nelson the position. Ms. Nelson is currently employed with the City of Santa Clara as an As-Needed Accountant Step 3 and has demonstrated exceptional skills in this position. Therefore, the Finance Department would like to start Ms. Nelson at Step 3 of the Accountant salary range.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Appointment at Step 3 will allow the Finance Department the opportunity to hire a well-qualified candidate at a salary equal to her current salary as Accountant.

ECONOMIC/FISCAL IMPACT:

There is no economic or fiscal impact other than administrative staff time and expense. The salary at Step 3 is Ms. Nelson's current salary.

RECOMMENDATION:

That the Council approve the request to set the salary for Accountant candidate Candy Nelson at Step 3, Salary Schedule A-31.

Gary Ameling
Director of Finance/Assistant City Manager

Elizabeth C. Brown
Director of Human Resources

APPROVED:

Julio J. Fuentes
City Manager

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A7

Santa Clara All-America City 2001

Date: February 10, 2015

To: City Manager for Council Action

From: Director of Finance/Assistant City Manager

Subject: Santa Clara Convention Center and Convention-Visitor's Bureau (SCCC-CVB) Activity Report for Fiscal Year 2014-15 Second Quarter as Submitted by the Santa Clara Chamber of Commerce and Convention-Visitor's Bureau

EXECUTIVE SUMMARY:

Submitted for City Council review and acceptance in a combined format is the SCCC-CVB Activity Report for Fiscal Year 2014-15 Second Quarter as submitted by the Santa Clara Chamber of Commerce and Convention-Visitor's Bureau. Submission of the report is required under the management agreement for the operation of the Santa Clara Convention Center and the agreement for convention and visitor services.

As mentioned in the attached report, the Second Quarter Financial Results (Results) of the Santa Clara Convention Center (SCCC) show year-to-date revenues at $700,130 less than budget. Revenues were favorable in the telecommunications, and Space Rental categories, but below budget in the catering, audio-visual and event revenue categories. The Results also show year-to-date expenses at $123,410 less than the budget. Of the $123,410 variance, $162,122 was attributable to labor related expenses being below budget and $38,712 was attributable to operating expenses being above budget. The above revenue and expense variances combined for a year-to-date SCCC negative budget variance of $576,720 as of December 31, 2014.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The SCCC-CVB Activity Report for Fiscal Year 2014-15 Second Quarter provides current information on the business activities of the Santa Clara Convention Center and Convention-Visitor's Bureau.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council accept the Santa Clara Convention Center and Convention-Visitor's Bureau Activity Report for Fiscal Year 2014-15 Second Quarter as submitted by the Santa Clara Chamber of Commerce and Convention-Visitor's Bureau.

APPROVED:

Gary Ameling
Director of Finance/Assistant City Manager

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) SCCC-CVB Activity Report for Fiscal Year 2014-15 Second Quarter

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SANTA CLARA
SILICON VALLEY CENTRAL®
CHAMBER OF COMMERCE & CONVENTION – VISITORS BUREAU

January 30, 2015

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

Dear Mayor and Council:

The following is the Santa Clara Convention Center and Convention-Visitor's Bureau Activity Report for Fiscal Year 2014-15, Second Quarter, Year-to-Date encompassing the months of October, November, and December.

SANTA CLARA CONVENTION CENTER				
Activity Summary for the Second Quarter				
TYPE	14/15	13/14	ATTENDEES	EVENTS HELD
Conventions	14	10	23,200	Zend Technologies, CATESOL, Peninsula Pop Warner, MediBistro, Sankara Eye Foundation (2 events), IPS Learning, Printed Electronics, Pop Warner, Faith Formation, Self Help, Linux Foundation, World Financial Group and Yahoo Tech Pulse
Trade Shows	7	5	7,900	International Quilt Festival, Arm Techcon, Futton Inc., Santa Clara Realtors, Sys-Con, Conference Concepts and Secure World Expo.
Public Shows	10	10	8,800	Mystique Events, South India Fine Arts, Targeted Job Fairs, Sterling Dance, Shor Media, North Valley Baptist Church, Santa Clara Ballet, Bay Area Christian Church, H&L Productions and Arya Dance Academy
Meetings	73	72	29,980	
Banquets	19	31	16,550	
Totals	**123**	**128**	**86,430**	

SANTA CLARA CONVENTION CENTER			
Revenue Summary for the Second Quarter, Year-to-Date			
14/15	13/14	Budget	Over (Under) Budget
$2,611,813.98	$3,458,381.07	$3,311,944.28	($700,130.30)

Year-to-date catering revenue is below budget by $837,501.24. Audio-visual revenues are below budget by $10,681.42. Telecommunications is above budget by $36,381.67, and Space Rental is above budget by $154,196.80. Event Revenue is below budget by $17,756.40

1850 Warburton Avenue, Santa Clara, CA 95050 • www.santaclarachamber.org • www.santaclara.org
Telephone: 408.244.8244 • Chamber of Commerce Fax: 408.244.7830 • Convention-Visitors Fax: 408.244.9202

SANTA CLARA CONVENTION CENTER			
Expenses Summary for the Second Quarter, Year-to-Date			
Labor Expenses			
14/15	13/14	Budget	Over (Under) Budget
$2,322,336.82	$2,458,443.30	$2,484,458.69	($162,121.87)
Operating Expenses			
14/15	13/14	Budget	Over (Under) Budget
$686,963.83	$737,375.20	$648,252.26	$38,711.57
Total Labor and Operating Expenses			
14/15	13/14	Budget	Over (Under) Budget
$3,009,300.65	$3,195,818.50	$3,132,710.95	($123,410.30)
Net Income (Loss)			
14/15	13/14	Budget	Over (Under) Budget
($397,486.57)	$262,562.57	$179,233.33	($576,720.00)

Second Quarter, Year-to-Date revenues of $2,611,813.98 and expenses of $3,009,300.65 have produced a net loss of $397,486.57 or $576,720.00 more than the budgeted net profit of $179,233.33.

Unfortunately, several large catering events were not rebooked from the previous year for the second quarter resulting in the lower than budgeted revenue numbers. Immediate measures are being taken to be sure the convention center ends the fiscal year on budget as originally forecast.

Projects: Completed low flow toilet replacement project sponsored by Santa Clara Valley Water District at no cost to Center. Completed weather stripping of pyramid skylights throughout Center. Completed full load generator test. Replaced broken and stained pyramid glass.

Fiscal Year 2013-14 Third Quarter Projections

TYPE	NUMBER	ATTENDEES	EVENTS SCHEDULED
Conventions	19	28,050	Hollywood Connection, California Kindergarten Assn, Northern CA Volleyball (2 events), National Nameless Luminaries West, ProofPoint, Equipo Vision International, XRX/Stitches, Spirit of the Flame, O'Scale, DECA, Open Networking Foundation, US Department of Commerce, Usenix, Sysopsys, IEEE EMC Symposium, Monsters of Hip Hop, SAP and Freescale Semiconductor
Trade Shows	2	7,700	The RTC Group and DesignCon
Public Shows	12	17,000	Wedding Fair, World Fitness, VietET, Federation of Indo-American Assn, NUVO, Travel and Adventure Show, Premiere Productions, Santa Clara Quilt Assn, Center of Persian Language Preservation, GT Sports and Marketing, Friends of Children with Special Needs and South India Fine Arts.
Meetings	53	27,320	
Banquets	7	4,800	
Total	**93**	**84,870**	

CONVENTION AND VISITOR'S BUREAU

Convention Sales Department: In the second quarter, convention sales and marketing staff exhibited and/or attended: PCMA, MPINCC, GMIC, ISES, SITE, SPIN, CEMA, TEAMS, HSMAI, AND CALSAE and made 219 sales calls. The CVB conducted 19 site inspections of the City for future convention business.

	2nd Qtr 14-15	2nd Qtr 13-14	% Difference		2nd Qtr 14-15	2nd Qtr 13-14	% Difference
Leads	107	81	32%	**Bookings**	43	32	34%
Attendees	177,008	81,363	118%	**Attendees**	59,350	140,063	-58%
Room Nights*	61,376	41,490	48%	**Room Nights***	18,656	22,820	-18%

The information presented above is for the quarter only.

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

Convention Services Department: The Convention Services Department contacted and serviced 14 upcoming meetings representing 24,300 delegates; compared to 17 meetings representing 18,250 delegates for the same quarter last year.

Marketing & Communications: The Marketing & Communications department highlighted Santa Clara visitor attractions and hotels to the Visit California team in Sacramento, launched the Visit Santa Clara Selfie photo contest on Instagram, produced a WrestleMania 31 Accommodations page for the SantaClara.org website, and coordinated several interviews with local media.

The department also attended the eTourism Summit in San Francisco, hosted the Santa Clara Sports Group (SCSG) quarterly meeting, and coordinated a "Time Out" promotion with Santa Clara University Athletics. In addition, V.P. of Marketing & Communications David Andre continued planning the "Super Pep Rally" as part of the City of Santa Clara's Super Celebration event prior to Super Bowl 50.

The department also wrote and distributed several media releases, including "Santa Clara Hotels on Pace for Best Occupancy and Average Daily Rate Ever." Also, Visit Santa Clara combined social media followers grew by 34% to over 27,000 followers. In addition, for the quarter, nearly 73,000 unique users visited the SantaClara.org website.

This concludes our Santa Clara Convention and Visitor's Bureau and Convention Center (CVB-SCCC) Activity Report for Fiscal Year 2014-15, Second Quarter, Year-to-Date. Thank you for your continued support of our activities.

Sincerely,

Steve Van Dorn
President/CEO

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A8

Santa Clara All-America City 2001

Date: February 10, 2015

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Acceptance: Rabello and Northside Pump Stations Standby Generators Project (CE 11-12-05)

Contractor: Anderson Pacific Engineering Construction
1390 Norman Avenue
Santa Clara, CA 95054

EXECUTIVE SUMMARY:

This project with a final cost of $1,176,079.00 consisted of installation of emergency power generators at Rabello and Northside Pump Stations.

This is to certify that all work in connection with the referenced project has been completed in accordance with the plans and specifications and to the satisfaction of the City Engineer.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval will allow acceptance of contract and allow for the thirty-five (35) day retention period to begin.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council:

1. Accept the work performed by Anderson Pacific Engineering Construction on the Rabello and Northside Pump Stations Standby Generators Project (CE 11-12-05); and
2. Authorize recordation of a Notice of Completion with the County Recorder.

Rajeev Batra
Director of Public Works / City Engineer

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report: None

I:\ENGINEERING\Agenda\Reports\2015\CE111205 Acceptance Agn.doc

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A.9

Santa Clara All-America City 2001

Date: February 9, 2015

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Acceptance of Notice of Completion for Contract 2129A for the Raymond Substation Storage Structure Pad Contract No. 2129A

Contractor: Anderson Pacific Engineering Construction, Inc.
1390 Norman Ave.
Santa Clara, CA 95054

EXECUTIVE SUMMARY:
On December 3, 2013, Council awarded Contract 2129A for the Raymond Substation Storage Structure Pad to Anderson Pacific Engineering Construction, Inc. has completed all the work under this contract to the satisfaction of the City.

ADVANTAGES AND DISADVANTAGES OF ISSUE:
Acceptance of the contract as complete will allow for the thirty five (35) day retention release to begin. There are not disadvantages of this issue.

ECONOMIC/FISCAL IMPACT:
There is no additional cost to the City other than staff time and expense.

RECOMMENDATION:
That Council accept work performed by Anderson Pacific Engineering Construction, Inc., for the Raymond Substation Storage Structure Pad, and authorization to record a Notice of Completion with the County Recorder (Contract 2129A).

John C Roukema

John C. Roukema
Director of Electric Utility

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B1

Santa Clara All-America City 2001

Date: February 10, 2015

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of an Agreement for the Performance of Services with New River Electrical Corporation for Maintenance and Emergency Response for Underground Electric Transmission Equipment

EXECUTIVE SUMMARY:

The first underground transmission equipment was added to the City's electrical system with the construction of the Northern Receiving Station, Donald Von Raesfeld Power Plant and the 230 KV transmission line from PG&E to Northern Receiving Station. These electrical facilities require specialized skills, tools, and equipment to enable performance of preventative maintenance activities and emergency repairs. Since September, 2008, the City has had an agreement in place with New River Electrical Corporation to provide these services on an emergency basis when called upon. Each agreement has been with similar terms and conditions. When the City entered into the agreement, the base fee was for storage of specialized materials at New River's facilities and rates for emergency services for total compensation. Staff considers it essential to enter into a new Agreement for the Performance of Services with New River for these maintenance and emergency activities. New River has maintained records and has intrinsic knowledge of SVP's system which makes sole sourcing with them the most economical option to the City. A copy of the Agreement for the Performance of Services with New River Electrical Corporation can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

This Agreement provides a resource that enables SVP to perform necessary maintenance and emergency response activities to maintain the functional integrity of the City's underground transmission equipment.

ECONOMIC/FISCAL IMPACT:

The total cost of the Agreement for Services with New River Electrical Corporation will not exceed $100,000.00 per year, subject to future appropriations, or a total of $300,000.00 over the three year term. Sufficient funds are available in Electric Department's Maintenance Account 091-1376-87600-[A]00015-[F]57200 for the first year of the contract, with continued funding allocated in future year budget process.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, an Agreement for the Performance of Services with New River Electrical Corporation, in an amount not to exceed $100,000.00 for the first year (with a total not to exceed $300,000.00 over the term of the Agreement), to provide for maintenance and emergency response to underground electric transmission equipment.

John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds: OK-LF

091-1376-87600 $100,000.00

for Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:

for Julio J. Fuentes, City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report: ***Agreement for the Performance of Services with New River Electrical Corporation***

EBIX Insurance No. S200001852

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NEW RIVER ELECTRICAL CORPORATION

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of_____, 2015, ("Effective Date") by and between New River Electrical Corporation, a Virginia with its principal place of business located at 15 Cloverdale Place, P.O. Box 70, Cloverdale, VA 24077("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 at end of day three (3) years from Effective Date.

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. BUSINESS TAX LICENSE REQUIRED

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. 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.

27. 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.

28. 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.

29. NOTICES.

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

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

New River Electrical Corporation
15 Cloverdale Place, P.O. Box 70
Cloverdale, VA 24077
or by facsimile at (540) 966-1699

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.

30. 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.

31. 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.

32. 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.

33. 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."

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.

(Continued on Page 9 of 9)

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35. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

NEW RIVER ELECTRICAL CORPORATION
a Virginia corporation

By:
JOHNNY LANNING
Title: Senior Vice President
Address: 15 Cloverdale Place
Cloverdale, VA 24077
Telephone: (540) 966-1650
Fax: (540) 966-1699

"CONTRACTOR"

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NEW RIVER ELECTRICAL CORPORATION

EXHIBIT A

SCOPE OF SERVICES

The following Scope of Goods and Services are to be provided to City by Contractor under this Agreement:

1. SCOPE

Contractor shall provide, at its own cost and expense, all necessary supervision, labor, consumable materials, equipment, tools, construction equipment and machinery, utilities, transportation, any and all applicable taxes and other facilities and work necessary for the proper execution and completion to the satisfaction of Electric Department of the City of Santa Clara, doing business as Silicon Valley Power ("SVP") for the services performed under this Agreement.

2. GENERAL

The Services to be provided by the contractor under this agreement consist of emergency response, preventive maintenance, and visual inspection services on SVP's underground distribution and/or transmission facilities operating at nominal voltages of 12kV, 60kV, 115kV and 230kV, including appropriate supervision, technical expertise, labor, equipment and materials, including, but not limited to:

a) Emergency Response - Execution of the Services shall include, at a minimum, the ability to respond as required herein upon report of damage to, or failure of, SVP underground distribution and/or transmission facilities; to inspect, assess, repair, and restore functionality to SVP owned underground distribution and/or transmission facilities whenever called upon by SVP, and, to perform services which, include but are not limited to:

- discovery work (hereinafter "troubleshooting") to ascertain the nature and extent of damage to, or failure of, underground distribution and/or transmission facilities;
- removal and replacement of underground distribution and/or transmission facilities including all cable and cable accessories;

- underground Trenching and replacement\repair of conduit and infrastructure, as specified in the most current revision to City of Santa Clara Engineering Standard UG 1000, incorporated herein by reference, and by other site-specific installation documentation as may be provided by SVP;
- splicing, termination and testing of SVP owned underground distribution and/or transmission cable in accordance with manufacturers specifications;
- provide photo documentation of all problems discovered and repairs made;
- provide a written report on the findings and condition of the underground transmission facilities inspected.

b) Preventive Maintenance Services - Services to be performed by Contractor at City's request. To include at a minimum:

- furnish all test forms and equipment with calibration documentations;
- visually inspect all manholes, manhole racking, link boxes, all grounding and sheath arrestors;
- visually inspect the cable to identify any movement due to expansion and contraction during cable cycling;
- inspect all cable clamping supports and clamps for tightness and integrity;
- inspect all accessible electrical connections;
- perform thermal image inspection to identify any loose connections
- perform TDR testing and phase conductor resistivity readings to establish a base line for the system to aid in future system evaluations and cable fault locating;
- inspect and clean the terminators and arrestor on the termination structures;
- provide photo documentation of all problems discovered and repairs made;
- provide a written report on the findings and condition of the underground distribution and/or transmission facilities inspected.

c) Visual Inspection Services - Services to be performed by Contractor at City's request. Contractor will:

- perform a visual inspection of all accessible portions of SVP's underground distribution and/or transmission facilities to identify any potential maintenance or reliability concerns;
- inspect SVP's spare parts and materials inventory to confirm serviceability and adequacy of supply;
- provide photo documentation of all problems discovered;
- provide a written report that summarizes the results of the inspection of SVP's underground distribution and/or transmission facilities and spare

parts and materials inventory, including details of any problems found and recommended solutions to those problems.

Visual Inspection Services shall not be performed as a separate Service in those years that Preventive Maintenance Services are performed.

d) Underground Transmission Spare Accessory Management

- New River Electrical Corp. to take possession and store all spare parts; updating components as recommended by the manufacturer, ensuring a complete up to date accessory is available when needed.
  a. Storage location, Cloverdale Virginia.
  b. Replacement components and shipping billed at cost-plus.

Annual Storage Management Cost $3,000.00

3. **EMERGENCY RESPONSE TIME FRAMES**

Upon receipt of verbal and facsimile notification from SVP's authorized representative Contractor shall make every reasonable effort to have appropriate troubleshooting personnel and equipment on site to locate fault(s) on SVP's underground distribution and/or transmission system within forty-eight (48) hours of such notification. Contractor shall make every reasonable effort to have appropriate restoration/repair personnel on site in Santa Clara to begin restoration of functionality of underground distribution and/or transmission facilities within seven (7) days of such notification. It is understood that due to circumstances including, but not limited to, other contractual obligations, Contractor personnel may not be available to respond within a timeframe that is acceptable to City. Nothing in this Agreement precludes City from entering into similar agreements with others and requesting Service on a case-by-case basis from the contractor who can best meet City's emergency response needs.

4. **CONTRACTOR SERVICE REQUIREMENTS**

Contractor agrees to provide Service according to the following standards:

a) Emergency Service Definition: An emergency is defined as failure of any underground distribution and/or transmission facilities functionality. Contractor will provide services as requested by SVP to restore functionality.

b) Single point of contact: Contractor will provide a single point of contact available by direct phone service to initiate restoration service and from that point on will provide a single point of contact by direct telephone service at the restoration site until all temporary or permanent restoration is complete. SVP will provide an authorized

SVP representative as a single point of contact to the Contractor to exchange required communications regarding restoration during the Emergency Response. Both Contractor and SVP shall provide back-up names and phone numbers for the single point of contact individual.

c) Coverage Time: Contractor crews will be available 24 hours/day, 7 days/week, continuously throughout the term of the contract.

d) Dedicated Service: Upon starting repair services, Contractor personnel will continue those services as expeditiously as possible until repairs are completed, functionality restored, and the designated City representative is notified and concurs that functionality has been restored.

e) Equipment and Supplies: While providing the required Services under this Agreement, Contractor shall provide all tools and test equipment required to troubleshoot and repair SVP underground distribution and/or transmission facilities. SVP reserves the right to supply some or all of the repair/replacement components of City's underground distribution and/or transmission facilities necessary to restore functionality to SVP underground transmission facilities. Contractor shall credit SVP for any SVP furnished materials that are used, lost, stolen, damaged or rendered unusable by actions of the Contractor. Except as allowed in Schedule B of this Agreement, **FEE SCHEDULE**, nothing in this paragraph shall be deemed to obligate SVP to purchase or pay for tools, equipment, or vehicles which Contractor utilized to carry out its duties under this Agreement, even though they may be destroyed or expended while not being incorporated into SVP's facilities.

f) Contractor Contacts: Contractor shall provide SVP with a contact list containing the names and contact telephone numbers of supervisory management employees responsible for emergency response under this contract. Contractor shall update the list immediately upon a change in personnel or contact numbers.

g) Status Reports: Contractor will provide no less than daily and on demand written status reports to the designated SVP representative during emergency repair work. Contractor will communicate all information regarding the condition and restoration through the SVP representative. No other contact or discussion of status is to be made without the specific direction of the SVP representative.

5. **UNDERGROUND EFFLUENT PUMPING**

Contractor shall be responsible for pumping out the water/effluent in any underground substructure vault that is in a flooded condition and that prevents the full or partial performance of the Services required under this Agreement. If Contractor pumps any water/effluent from a flooded underground substructure, Contractor shall properly dispose of such water/effluent in a manner consistent with the requirements of all applicable local, state and/or federal regulations.

6. **PROTECTIVE MEASURES, SECURITY, SAFETY AND CLEANUP**

Contractor and its subcontractors, if any, shall:

a) Be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its subcontractors, suppliers or agents, in connection with the performance of the Services provided under this Agreement. Contractor shall be responsible for the proper care and protection of all equipment and materials furnished by Contractor, including but not limited to any rental equipment, SVP, or any third party until final acceptance of Services by SVP. Contractor shall also protect adjacent property as necessary and prudent.

b) Ensure that the integrity of City electric utility facilities and the continuity of electric service to City and City's customers are not compromised or interrupted in whole or in part due to the Contractor's performance of Services

c) Take all necessary precautions for the safety of its employees, subcontractors, suppliers, agents, SVP Personnel, and the public on the job site and prevent accidents or injury to such individuals on, about, or adjacent to job site including work on SVP high voltage electrical substations and generating plants.

d) Erect and properly maintain at all times, as required by traffic conditions and progress of the Services, all necessary traffic control, safeguards and warnings for the protection of its employees, SVP employees and the public.

e) Be aware of and in full compliance with any and all laws, orders, citations, rules, regulations, standards and statutes in effect with respect to occupational health and safety, the handling and storage of Hazardous Material, accident prevention, safety equipment and standard industry practices. Contractor shall conduct any inspections

required to determine that safe working conditions and equipment exist. Contractor accepts sole responsibility for: (a) providing a safe place to work for its employees and for employees of its subcontractors, suppliers and agents, and (b) insuring the adequacy of and required use of all safety practices, procedures and equipment.

f) Be solely responsible for the erection, maintenance, dismantling, and removal of any temporary structures, shoring, facilities or services necessary for the completion of the Services. The entire responsibility for proper configurations and dimensions for prefabrications of any part of the Services shall rest with Contractor.

g) Furnish SVP with copies of all accident reports, promptly reporting any accident or injury to any of its employees or agents, including any employees or agents of any and all subcontractors and suppliers utilized in the performances of the Services.

h) Be responsible for any and all security services required for the performance and completion of the Services. SVP shall have no responsibility for the security of the Contractor's (or any of its subcontractors) equipment and/or materials stored at the job site or at a City provided site during the performance of the Services.

i) Employ labor in accordance with all applicable codes, including but not limited to federal, state, regional, municipal and local safety codes.

j) Perform the Services, including any necessary clean-up as to maintain the job site in a clean, safe and orderly condition.

k) Upon completion of the Services, and prior to final progress payment (a) clean all surfaces, fixtures, equipment and other items which are a part of the Services or may have been soiled during the performance of such Services, and (b) remove from the job site and legally dispose of all temporary structures, tools, equipment supplies, machinery and other items incidental to Contractor's operations, including all Hazardous Material.

l) Follow all directions of City officials with regard to clean-up both during the course of, and upon completion of the Services. SVP shall be entitled to back charge Contractor for any costs of clean-up, if Contractor fails to clean up the work area within forty-eight hours (48) after demand by SVP.

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NEW RIVER ELECTRICAL CORPORATION

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed three hundred thousand dollars ($300,000.00), subject to budget appropriations.

Prior to performing services, New River Electrical Corporation will provide a budgetary cost estimate for the yearly maintenance and/or inspection services contained in this agreement to allow for the budget appropriations. Upon written approval, New River Electrical Corporation will schedule and coordinate the annual services. New River Electrical Corporation and the City of Santa Clara are to mutually agree upon which month of the year maintenance/inspection are to be performed.

NEW RIVER ELECTRICAL CORPORATION

COST PLUS LABOR BILLING RATES

Silicon Valley Power Emergency Response Agreement
Outside Line Agreement LU1245

EFFECTIVE DATE FOR QUOTED RATES: 6/1/14-5/31/2015
Rates will be adjusted yearly upon Anniversary Date

	Marked up Billing Rates	
CLASSIFICATIONS:	**Straight Time**	**Overtime**
General Foreman	$128.25	$229.56
Underground Inspector	$118.10	$210.91
Foreman	$118.10	$210.91
Working Foreman/Cable splicer	$108.04	$192.45
Journeyman Lineman	$108.04	$192.45
Apprentices:		
1st Period	$67.65	$118.30
2nd Period	$72.70	$127.57
3rd Period	$77.75	$136.84
4th Period	$82.80	$146.11
5th Period	$87.84	$155.37
6th Period	$92.89	$164.64
7th Period	$97.94	$173.91
Equipment Operator	$87.71	$155.12
Groundman	$68.74	$120.31

Subsistence Pay

NRE General Foreman	$100.00 per day (not included in above rates)
NRE Underground Inspector	$100.00 per day (not included in above rates)
NRE Foreman	$90.00 per day (not included in above rates)
NRE Traveling Crew Members	$70.00 per day (not included in above rates)
Local Crew Members Per Diem	$60.00 per day (not included in above rates)

NOTE:

1. New River Electrical Corporation is an IBEW affiliated company. Working hours as related to overtime and double time pay will be as per the local union agreement for the local area/jurisdiction where work is performed.

2. All cost incurred for materials, shipping, subcontractor services and equipment rentals will be invoiced at cost plus 10%.

NEW RIVER ELECTRICAL CORPORATION
COST PLUS LABOR BILLING RATES
Silicon Valley Power Emergency Response Agreement
Outside Line Agreement LU1245

EFFECTIVE DATE FOR QUOTED RATES: 6/1/2015 - 5/31/2016
Rates will be adjusted yearly upon Anniversary Date

	Marked up Billing Rates	
CLASSIFICATIONS:	**Straight Time**	**Overtime**
General Foreman	$133.83	$239.79
Underground Inspector	$123.20	$220.29
Foreman	$123.20	$220.29
Working Foreman/Cable splicer	$112.68	$200.98
Journeyman Lineman	$112.68	$200.98
Apprentices:		
1st Period	$70.44	$123.42
2nd Period	$75.72	$133.11
3rd Period	$81.00	$142.81
4th Period	$86.28	$152.50
5th Period	$91.56	$162.20
6th Period	$96.84	$171.89
7th Period	$102.12	$181.59
Equipment Operator	$91.42	$161.94
Groundman	$71.58	$125.52

Subsistence Pay

NRE General Foreman	$100.00 per day (not included in above rates)
NRE Underground Inspector	$100.00 per day (not included in above rates)
NRE Foreman	$90.00 per day (not included in above rates)
NRE Traveling Crew Members	$70.00 per day (not included in above rates)
Local Crew Members Per Diem	$60.00 per day (not included in above rates)

NOTE:

1. New River Electrical Corporation is an IBEW affiliated company. Working hours as related to overtime and double time pay will be as per the local union agreement for the local area/jurisdiction where work is performed.
2. All cost incurred for materials, shipping, subcontractor services and equipment rentals will be invoiced at cost plus 10%.

NEW RIVER ELECTRICAL CORPORATION

COST PLUS LABOR BILLING RATES

Silicon Valley Power Emergency Response Agreement
Outside Line Agreement LU1245

EFFECTIVE DATE FOR QUOTED RATES: 6/1/2016 - 5/31/17
Rates will be adjusted yearly upon Anniversary Date

	Marked up Billing Rates	
CLASSIFICATIONS:	**Straight Time**	**Overtime**
General Foreman	$139.66	$250.50
Underground Inspector	$128.55	$230.10
Foreman	$128.55	$230.10
Working Foreman/Cable splicer	$117.54	$209.90
Journeyman Lineman	$117.54	$209.90
Apprentices:		
1st Period	$73.35	$128.77
2nd Period	$78.88	$138.91
3rd Period	$84.40	$149.05
4th Period	$89.92	$159.19
5th Period	$95.45	$169.33
6th Period	$100.97	$179.48
7th Period	$106.50	$189.62
Equipment Operator	$95.30	$169.06
Groundman	$74.55	$130.97

Subsistence Pay

NRE General Foreman	$100.00 per day (not included in above rates)
NRE Underground Inspector	$100.00 per day (not included in above rates)
NRE Foreman	$90.00 per day (not included in above rates)
NRE Traveling Crew Members	$70.00 per day (not included in above rates)
Local Crew Members Per Diem	$60.00 per day (not included in above rates)

NOTE:

1. New River Electrical Corporation is an IBEW affiliated company. Working hours as related to overtime and double time pay will be as per the local union agreement for the local area/jurisdiction where work is performed.
2. All cost incurred for materials, shipping, subcontractor services and equipment rentals will be invoiced at cost plus 10%.

NEW RIVER ELECTRICAL CORPORATION

NRE OWNED EQUIPMENT RATES

Silicon Valley Power Emergency Response Agreement
Outside Line Agreement LU1245

EFFECTIVE DATE FOR QUOTED RATES: 6/1/2014 -5/31/2017

Rental Equipment will be billed at cost plus 10%

DESCRIPTION	HOURLY RATE
1 Pickup Truck	$13.50
2 4WD Pickup	$14.50
3 Power Wagon or 5-Man Crew Cab Pickup	$14.50
4 Splicing Truck includes the following tools (Cube Van)	$18.55
a. Manhole Exhaust Fans e. Water Pump	
b. Manhole Extracter f. Lighting	
c. Generator g. Cable cutters and Hand Tools	
d. Hydraulic Presses h. Remote Cable Spike Tools	
5 Flat bed fifth wheel truck (for splice Trailers)	$15.00
6 3 to 5 Ton flatbed Truck with knuckle boom	$26.25
7 Bucket Truck under 40 feet	$22.50
8 Manlift up to 40 ft	$19.55
9 Manlift 41-65 ft	$24.50
10 Manlift 66-90 ft	$34.25
11 Crane Truck, Hydraulic, Under 15 to 18 Ton	$35.85
12 Crane Truck, Hydraulic, Over 23 Ton to 25 Ton	$43.45
13 Tool Truck with Office (jobsite tool van)	$8.75
14 Mobile Office Trailer	$4.05
15 Material Trailer (Small)	$2.35
16 Tilt Trailer (Backhoe Trailer)	$9.50
17 Lowboy w/Road Tractor	$52.35
18 Pulling Machine 10,000 lb underground	$21.00
19 Pulling Machine 20,000 lb underground	$27.50
20 Truck mounted 40,000lb. Underground pulling machine	$132.00
21 Custom designed and built 100,000 lb. self-loading reel cart with	$50.00
22 Motorized Hydraulic Self-load Reel Cart 20,000lbs	$12.95
23 Manhole Environmental Control Unit (splice trailers)	$22.00
24 Portable Diesel Generator Tag-a-long	$11.25
25 Portable Electric Generator Minimum 3000 watts	$5.28
26 Air Compressor w/tools	$9.75
27 Hydraulic Compression tools, 60 ton & pump	$3.52
28 Water Pump 3" or smaller	$3.52
29 Water Pump 4" to 6"	$5.28
30 100 kV D.C. Hi Potential Cable Tester	$9.75
31 Biddle Cable Fault Locater	$9.75
32 Cellular Phone	$2.85
33 Thermal Imaging Camera	$12.00

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NEW RIVER ELECTRICAL CORPORATION

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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

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

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

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

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

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

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

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

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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 Electric Department P.O. 12010-S2 Hemet, CA 92546-8010	or	151 North Lyon Avenue Hemet, CA 92543

Telephone number:	951-766-2280
Fax number:	770-325-0409
Email address:	ctsantaclara@ebix.com

H. QUALIFYING INSURERS

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

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NEW RIVER ELECTRICAL CORPORATION

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.

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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 THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NEW RIVER ELECTRICAL CORPORATION

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.

NEW RIVER ELECTRICAL CORPORATION
A Virginia corporation

By: _____
Name: JOHNNY LANNING
Title: Senior Vice President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

STATE OF Virginia
COUNTY OF Botetourt

THIS DOCUMENT (Affidavit of Compliance with Ethical Standards) WAS SUBSCRIBED AND SWORN TO BEFORE ME on this 26th day of January, 2015

NOTARY PUBLIC in and for the State of Virginia,
Residing at: Botetourt County, VA *(seal)*
My Commission Expires: 1/31/19

Angella Stanley
Notary Public - ID 325794
Commonwealth of VA
My Com. Exps. 1-31-19

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NEW RIVER ELECTRICAL CORPORATION

EXHIBIT F

MILESTONE SCHEDULE

(If Applicable)

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B2

Santa Clara All-America City 2001

Date: February 10, 2015

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Agreement with EOA, Inc. for Provision C.3 Compliance Assistance Services for New and Redevelopment Projects Required by the Bay Area Municipal Stormwater Regional National Pollutant Discharge Elimination System Permit

EXECUTIVE SUMMARY:

The City of Santa Clara is required to implement provisions for new and redevelopment projects by the Bay Area Municipal Stormwater Regional National Pollutant Discharge Elimination System Permit (MRP) that is issued by the Regional Water Quality Control Board (RWQCB). The Provisions of C.3 requirements that regulate new and redevelopment projects will likely be expanded to include green infrastructure planning and additional low impact development (LID) treatment when the next iteration of the MRP is adopted sometime in 2015.

EOA, Inc. has been providing assistance to the City with implementation of Provision C.3 requirements since 2001. EOA, Inc. will provide assistance with updating internal C.3 requirements for regulated projects, reviewing Special Projects, preparing annual C.3 reporting, and developing a Green Infrastructure Plan under the subject agreement.

EOA, Inc. is the program manager for the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP). The City of Santa Clara, along with thirteen other agencies, is a co-permittee to the current Permit. Staff did not solicit the services of other consulting firms for this new Agreement because of EOA's specialized knowledge of the MRP requirements.

A copy of the subject agreement can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this agreement will enable the City to better maintain compliance with Provision C.3 requirements of the MRP.

ECONOMIC/FISCAL IMPACT:

The amount paid to EOA, Inc. for services covered under this agreement shall not exceed $17,200 in Year 1 of the agreement, $35,000 in Year 2, and $35,000 in Year 3, with a total not-to-exceed amount of $87,200 over the three-year term of the agreement. Funds are available in the Storm Drain Capital Improvement Project Fund's Urban Run-off Pollution Prevention Program Project account (535-2924-80300-1839).

RECOMMENDATION:

That the Council approve and authorize the City Manager to execute a three-year agreement with EOA, Inc. for Provision C.3 compliance assistance services for an amount not-to-exceed $17,200 in Year 1, $35,000 in Year 2, and $35,000 in Year 3, with a total not-to-exceed amount of $87,200 over the three-year term of the agreement effective on date of execution and expiring on December 31, 2017, subject to budget appropriations.

Rajeev Batra
Director of Public Works/City Engineer

APPROVED:

Julio J. Fuentes
City Manager

Certified as to Availability of Funds: DMW
535-2924-80300-1839 $17,200.00

Gary Ameling
Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Agreement with EOA, Inc.

I:\ENGINEERING\Agenda\Reports\2015\EOA Provision C.3 Compliance Assistance Svcs Agmt 20150210 Agn.doc

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND EOA, INC

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of _____, 2015, ("Effective Date") by and between EOA, Inc., a California corporation, with its principal place of business located at 1410 Jackson Street, Oakland, CA 94612("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";

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.

City employs Contractor to perform the services ("Services") more fully described in Exhibit A entitled, "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and incorporated by this reference. Except as otherwise specified in this Agreement, Contractor shall furnish all necessary technical and professional services, including labor, material, equipment, transportation, supervision and expertise to satisfactorily complete the work required by City at his/her own risk and expense.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2017

3. 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.

4. 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.

5. 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.

6. 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.

7. BUSINESS TAX LICENSE REQUIRED

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who

transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

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 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. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

24. 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.

25. 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.

26. 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.

27. 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
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 988-0237

And to Contractor addressed as follows:

Name: EOA, Inc., Attn: Don Eisenberg
Address: ~~1021 S. Wolfe Road, Suite 185~~ 1410 Jackson St
~~Sunnyvale, CA 94086~~ Oakland, CA 94612
or by facsimile at ~~(408) 720-8812~~ 510-832-2856

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.

28. 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.

29. 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.

30. 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.

31. 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."

32. 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"

EOA, INC
a California corporation

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

Name: Don Eisenberg

Title: President

Local Address: 1021 S. Wolfe Road
Sunnyvale, CA 94612

Email Address: doneisenberg@~~eoa.inc~~ eoainc.com

Telephone: (510) 832-2852 x114

Fax: (510) 832-2856

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
EOA, 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 Continue to Assist the City of Santa Clara with Implementation of Provision C.3 of the City's Stormwater NPDES Permit (New and Redevelopment Requirements" dated November 3, 2014, which is attached to this Exhibit A.

Eisenberg, Olivieri & Associates
Environmental and Public Health Engineering

November 3, 2014

Mr. Dave Staub
City of Santa Clara
1700 Walsh Ave.
Santa Clara, CA 95050

Subject: Proposal to Continue to Assist the City of Santa Clara with Implementation of Provision C.3 of the City's Stormwater NPDES Permit (New and Redevelopment Requirements)

Dear Dave:

Thank you for requesting a proposal from EOA, Inc. to continue to assist the City with C.3 compliance and development project application reviews. Enclosed please find the following:

1. Scope of work for EOA's continuing services (Exhibit A), based on the permit requirements and discussions with you;
2. A budget summary showing the estimated labor hours and costs associated with each EOA task.
3. EOA's 2014 Fee Schedule, which will be updated at the beginning of each calendar year.

Please review the enclosed documents and call me at (408) 720-8811 to discuss any questions you may have and how you would like to proceed. Again, we thank you for the invitation to submit this proposal and we look forward to continuing to work with you and your staff.

Very truly yours,

Jill C. Bicknell

Jill C. Bicknell, P.E.
Supervising Engineer

Enclosures

EOA, Inc. • 1021 S. Wolfe Rd., Suite 185 • Sunnyvale, CA 94086 • Tel: (408) 720-8811 • Fax: (408) 720-8812

EXHIBIT A

SCOPE OF WORK

ASSISTANCE WITH IMPLEMENTATION OF PROVISION C.3. OF THE CITY OF SANTA CLARA'S STORMWATER NPDES PERMIT (NEW AND REDEVELOPMENT REQUIREMENTS)

EOA, Inc. (EOA) will provide technical and regulatory assistance to the City of Santa Clara (City) staff in connection with the City's implementation of the Bay Area Municipal Stormwater Regional NPDES Permit (MRP) requirements issued by the Regional Water Quality Control Board (Regional Board). Tasks for this service agreement will focus on assisting the City with implementation of requirements under Provision C.3. (New and Redevelopment Requirements) of the current and reissued MRP (anticipated to be adopted by July 1, 2015) and assisting the City with reviews of the stormwater management plans of development projects submitting applications for approval.

EOA's assistance will include the following tasks within the level of effort provided by the attached budget. These tasks will be performed at the direction of the City during the time period January 1, 2015 through December 31, 2017, as specified in the service agreement.

Task 1: Assistance with C.3. Requirements for Regulated Projects

EOA will update the City's internal guidance, checklists and other documents related to compliance with C.3 as needed to address the LID treatment requirements in the reissued MRP and any internal changes.

Task 2: Assistance with Review of Special Projects

EOA will assist the City in reviewing development projects that meet the Special Project criteria, and help determine whether the project submittals demonstrate compliance with MRP requirements. The reviews may include determination of Special Projects applicability, review of design criteria and sizing calculations, and meetings with City staff and/or project applicants as needed, up to the available budget.

Task 3: Assistance with C.3. Reporting Requirements

EOA will assist the City to report information on new and redevelopment projects required by Provision C.3 and prepare the C.3 sections of the FY 14-15, FY 15-16, and FY 16-17 annual reports. EOA will also prepare the Special Projects submittal due in March 2015. (It is assumed that Special Projects submittals will not be required after July 2015.)

Task 4: Annual Training for Implementing C.3.

EOA will plan and implement three annual half-day trainings to present information to City staff on the C.3 requirements. EOA will prepare the training agenda, develop and give PowerPoint presentations on MRP topics, including Green Infrastructure requirements, prepare training handouts, and compile evaluations.

Task 5: Green Infrastructure Planning

EOA will assist with the development of a Green Infrastructure (GI) Plan for the City. Assistance may include mapping and identifying locations within the City that are best suited for GI implementation, integrating GI elements into the City's planning documents as appropriate, developing guidance for City staff and private developers, and other tasks as directed by the City, up to the available budget.

ASSISTANCE WITH PROVISION C.3. OF CITY OF SANTA CLARA NPDES PERMIT -- BUDGET FOR EOA TASKS				
	EOA Labor Hrs	Total Labor Cost	Expenses (1)	Total Budget
Task 1 - Assistance with C.3. Requirements for Regulated Projects (one time)	36	$7,100	$200	$7,300
Task 2 - Assistance with Review of Special Project Applications	75	$14,800	$200	$15,000
Task 3 - Assistance with C.3. Reporting Requirements (3 FYs)	140	$25,200	$100	$25,300
Task 4 - Annual Trainings on Implementing C.3 (up to 3 half-day trainings)	96	$18,000	$600	$18,600
Task 5 - Assistance with Green Infrastructure Planning	108	$20,600	$400	$21,000
Total	**455**	**$85,700**	**$1,500**	**$87,200**
Note (1): Expenses include 10% markup on direct costs.				

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
EOA, INC.

EXHIBIT B

SCHEDULE OF FEES

In no event shall the amount billed to City by Contractor for services under this Agreement exceed eighty-seven thousand-two hundred dollars ($87,200.00), subject to budget appropriations.

The amount billed to City by Contractor for services under this Agreement shall not exceed $17,200 in Year 1, $35,000 in Year 2, or $35,000 in Year 3.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
EOA, 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
   $1,000,000 general aggregate
   $1,000,000 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 minimum policy limits of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars ($1,000,000) policy limit Illness/Injury by disease, and one million dollars ($1,000,000) for each Accident/Bodily Injury.

2. The indemnification and hold harmless obligations of 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 Public Works-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.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
EOA, 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.

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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.

---

[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
EOA, 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.

EOA, Inc.

a corporation

By: _____
Signature of Authorized Person or Representative

Name: Don Eisenberg

Title: President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Alameda

On Nov 20, 2014 (Date) before me, Jeremy Dang, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Don Eisenberg (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

Signature: _____ (Signature of Notary Public)

JEREMY DANG
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2025847
ALAMEDA COUNTY
My Comm. Exp. June 20, 2017

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: Affidavit of Compliance w/ Ethical Standards

Document Date: 11/20/2014 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Don Eisenberg	Signer's Name: _____
☒ Corporate Officer — Title(s): President	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

© 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B.3

Date: January 22, 2015

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of Amendment No. 3 to the Agreement for Services with Siemens Industry, Incorporated to Support Completion of the Billing System Integration, Enhance Customer-facing Data Portal and Provide System-support Resources for an Additional Six Months

EXECUTIVE SUMMARY:

For the 2008/2009 fiscal year, a CIP project and five-year plan was approved for the purpose of defining, procuring and implementing an Advanced Metering Infrastructure (AMI) for electric and water utilities, including a Meter Data Management System (MDMS), to work in conjunction with other City systems. This MDMS implementation is part of a carefully planned project to procure the systems and technology necessary to fully realize the benefits of AMI and the smart grid infrastructure. The MDMS is a system that will house, manage and provide utility meter data for the benefit of the City utilities and its customers. In conjunction with the AMI system, it will enable the future implementation of several capabilities, including remote utility billing data collection, utility outage management, improved utility asset management, and enhanced customer services for citizens and businesses.

On April 24, 2012, Council approved an Agreement for Services with Siemens Industry, Incorporated to implement and integrate the MDMS with the City's NorthStar billing system. On September 25, 2012 Council approved Amendment No. 1 to the Agreement for Services with Siemens to include Phase 3 to utilize Energy Engage software that directly integrates with the MDMS to provide customers with a consumer data web portal for viewing detailed energy and water use data. On October 8, 2013 staff entered into Amendment No. 2 to complete the core billing system integration, support the addition of weather data, and rate structures for our largest customers. Staff now proposes to enter into Amendment No 3 to design and complete integration with City's recently purchased web-based billing system module and provide six months of post go-live support during the first wave of meter deployments. A copy of Amendment No. 3 to the Agreement for Services can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Amendment No. 3 will enable the project teams to complete work associated with the main systems integration and provide short-term support for the new live system during mass meter deployment. In addition, the new scope of work will increase the utility of a customer facing web portal by enhancing the existing module. Seamless integration will better serve our unique concentration of large energy users and is essential to meet customer expectations of this program.

ECONOMIC/FISCAL IMPACT:

The amount of the original Agreement for Services with Siemens Industry, Incorporated was $1,184,163.74. Amendment No. 1 ($350,449.00) and Amendment No. 2 (482,460.00) were not to exceed $2,017,072.74. This Amendment No. 3 for utility data portal enhancements shall not exceed $290,500.00, for a total not to exceed $2,307,572.74. Funds are available in the Electric Department Capital Project 591-1313-80300-2111-[F]39700.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Amendment No. 3 to the Agreement for Services with Siemens Industry, Incorporated, in an amount not to exceed $290,500.00 (for a total not to exceed $2,307,572.74), to support completion of the billing system integration, enhance the customer-facing data portal and provide system-support resources for an additional six months.

John C. Roukema
Director of Electric Utility

APPROVED:

Julio J. Fuentes
City Manager

Certified as to Availability of Funds:
591-1313-80300-2111 $290,500.00

Gary Ameling
Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) ***Amendment No. 3 to the Agreement for Services with Siemens Industry, Incorporated***

Ebix Insurance No. S200002077

AMENDMENT NO. 3
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
SIEMENS INDUSTRY, INCORPORATED

PREAMBLE

This agreement ("Amendment No. 3") is made and entered into on this _____ day of _____, 2015, ("Effective Date") by and between Siemens Industry, Incorporated, a Delaware corporation with its principal place of business located at 3333 Old Milton Parkway, Alpharetta, GA 30005 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 3."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services" dated April 24, 2012 (the "Original Agreement"); and

B. The Original Agreement was previously amended by Amendment No. 1, dated September 25, 2012, Amendment No. 2, dated October 8, 2013, and is again amended by this Amendment No. 3. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and

C. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor supply certain goods, software and services to provide a Meter Data Management System (MDMS) for meter data in the City, and the Parties now wish to amend the Original Agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Exhibit A of the Original Agreement as Amended, entitled "Scope of Services" hereby amended to read as follows:

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's Scope of Work entitled, Scope of Work for Supply of Meter Data Management System Phase 1 & 2 to Silicon Valley Power" dated February 28, 2012, and Amendment No. 1 entitled "Phase 3 Energy Engage for the City of Santa Clara, CA Supply of Consumer Data Web Portal" pages 1-18; Amendment No. 2 entitled "Utility Data Portal Enhancements" and now by Amendment No. 3 entitled "Phase 2 – Smart Meter Rollout/Phase 3 – Energy Engage attached.

That Exhibit B entitled "Schedule of Fees" of the Original Agreement is hereby amended to include the following:

Original Agreement for Services	$1,184,163.74
Amendment No. 1	$ 350,449.00
Amendment No. 2	$ 482,460.00
Amendment No. 3	$ 290,500.00
TOTAL	$2,307,572.74

2. TERMS

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 3 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

3. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Amendment No. 3 shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

SIEMENS INDUSTRY, INCORPORATED
a Delaware corporation

By:
DAVID KURIGER
Title: Sr. Director, Finance
Address: 7000 Siemens Road
Wendell, NC 27591
Telephone: (919) 365-2025
Fax: (919) 365-1085

"CONTRACTOR"

This Project Change Request No. PCR-E3-011 shall amend "AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND SIEMENS INDUSTRY, INCORPORATED, dated September 25, 2012".

Part A: Change Submittal

Project	Phase 2 – Smart Meter Rollout / Phase 3 – Energy Engage
Change Request No.	CCO-027 / PCR-E3-011
Title of Change	ADD – Training, Testing and Post Go Live Support
Change requested by	Larry Owens (SVP) and Andy Ioos (Siemens PM)
Date of Request	10/24/2014
Related CRs	N/A
Related Documents/ Activities	N/A

Description of Proposed Change:

Add time and materials based funding to support the following:

- Energy IP Training
  - One on One training for SVP Energy administrator with Siemens Technical Lead
  - "A Day in the Life" training for SVP personnel for operating Energy IP
- Energy IP Testing Support
  - Support for additional SVP UAT Testing and Go Live Preparation Activities
- Energy IP Phase 2 Additional Scope
  - Research and discussions around Elster meter types and impacts of using them as MV-90 prior to Phase 2 Go Live
  - System performance capability verification
- Additional Production support for Phase 1 environment
- Post Go Live support for ~6 months
  - Includes 1:1 assistance and ability to access environment to provide issue resolution (normal support will assist with issues, but will not remote into customer environment to help troubleshoot)
  - Provide backup resources for SVP in case of SVP personnel PTO (requires notification that this will be needed)

Reason Change Requested:

This change has been requested to provide SVP with additional support both pre and post Go Live to be able to effectively implement and administer the Energy IP application.

Part B: Impact of Change Request

Type of Project Impact: Schedule/Technical/Cost

Schedule Impact: None
Technical Impact: None

Cost Impact:

Activities	Weeks	Total
Post Go Live Support (Weeks 1-8)	8	$31,000
Post Go Live Support (Weeks 9+)	18	$49,500
A Week in the Life (Onsite Training)	1	$12,000
Onsite Training (1:1)	2	$18,000
Testing, Additional Phase 1 and Post Go Live Support	15	$180,000
Total	**$290,500**	

Travel expenses associated with on-site training and/or support will be billed monthly as they are incurred.

Project Payment Milestone Schedule Impact (if any):

There will be no milestone impacts as part of this change.

Hours will be invoiced monthly as time and materials.

Risk Impact:

None

Part C: Review and Approval of Change

Change Approved:	☒ Yes ☐ No	**Deferred or Cancelled:**	☐ Deferred ☐ Cancelled

Siemens Project Manager Approval: Andrew Ioos
Signature: **Date:**

Siemens Program Approval: Andrew Ioos
Signature: **Date:**

Siemens Finance Approval: David Kuriger II
Signature: **Date:**

Customer Approval: Larry Owens
Signature: **Date:**

Notes and Assumptions

1. Any future scope changes will be evaluated and agreed upon by SVP and Siemens.
2. Post Go Live hours will be used to provide operational support. New configuration / development work will be discussed by Siemens and SVP and may require additional funding.

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B4

Date: February 24, 2015

To: City Manager for Council Action

From: City Attorney

Subject: Approval of a Legal Services Agreement with Burke, Williams & Sorensen LLP for Legal Representation related to the Proposed Development of City Place, in and around the present Santa Clara Golf and Tennis Club, as well as advising the City on Regulatory Issues Associated with the Proposed Developments including CEQA

EXECUTIVE SUMMARY:

Anna Shimko has been the lead attorney representing the City since late 2013 in negotiations related to the proposed development of City Place, in and around the present Santa Clara Golf and Tennis Club, as well as advising the City on regulatory issues associated with the proposed developments including CEQA. Ms. Shimko was formerly with the law firm of Sedgwick LLP, but she recently joined the firm of Burke, Williams & Sorensen LLP. We have prepared a Legal Services Agreement with Ms. Shimko's new firm to retain her specialized legal services. A copy of the agreement is available for review in the City Clerk's Office and online.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The law firm of Burke, Williams & Sorensen LLP will provide legal services to assist the City, directed by the City Attorney, in a legal advisory capacity. The legal services performed will provide the City with the specialized legal support it needs regarding the proposed development in and around the present Santa Clara Golf and Tennis Club, the former landfill site and adjacent areas.

ECONOMIC/FISCAL IMPACT:

This legal services agreement has a not to exceed amount of one hundred fifty thousand dollars ($150,000.00), subject to budgetary appropriations. Funds are available in account 001-1012-87870. It is anticipated that some or all of these costs will be reimbursed by the developer(s) when development agreements are consummated.

RECOMMENDATION:

That the Council approve and authorize the City Manager to execute the Legal Services Agreement with Burke, Williams & Sorensen LLP, with a total not to exceed amount of one hundred fifty thousand dollars ($150,000.00) for legal representation related to development of City Place, in and around the present Santa Clara Golf and Tennis Club, as well as advising the City on regulatory issues associated with the proposed developments including CEQA.

Richard E. Nosky, Jr.
City Attorney

APPROVED:

Julio J. Fuentes
City Manager

Certified as to Availability of Funds: ok.4F
001-1012-87870 $ 150,000.00

Gary Ameling
Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Legal Services Agreement with Burke, Williams & Sorensen LLP
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LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
BURKE, WILLIAMS & SORENSEN LLP

PREAMBLE

This legal services agreement ("Agreement") is made and entered by and between Burke, Williams & Sorensen LLP, a California limited liability partnership, comprised of attorneys licensed to practice law in the State of California with its primary place of business located at 1901 Harrison Street, Suite 900, Oakland, CA 94612, ("Firm") and the City of Santa Clara, California, a chartered California municipal corporation, with its primary place of business located at 1500 Warburton Avenue, Santa Clara, CA 95050 ("City"). City and Firm may be referred to herein 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;

B. Firm represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide legal 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. RETENTION OF FIRM.

A. City hereby confirms, retains and authorizes Firm to represent City and provide legal services as may be requested, from time to time, orally or in writing, by authorized representatives of City on an as-needed basis. By this Agreement, City is retaining Firm and not individual members of the Firm. Firm's client is the City, as a public entity, and not any of its individual members, groups of individuals or any other entity. Firm shall report to and receive direction from the City Council, City Attorney and/or City Manager.

B. Firm shall perform such legal services for and on behalf of City under the primary direction of the City Attorney. Firm shall undertake, subject to approval of Firm, such additional duties as may be authorized by City from time to time under the terms and conditions of this Agreement.

2. DESCRIPTION OF SERVICES TO BE PROVIDED.

Firm shall assist City in negotiating and drafting the underlying documents for the proposed development by Related of California and Montana in and around the present Santa Clara Golf and Tennis Club, as well as advising the City on any related regulatory issues associated with the developments, including CEQA, the former landfill site underneath a portion of the project area, etc. Legal services are to be provided to City by Firm as directed by the City Attorney. Such services may include, but are not limited to, providing advice and counsel on legal matters affecting City, performing legal research, representing City in judicial proceedings in state and/or federal court or other dispute resolution tribunals or before administrative agencies, negotiating contracts and drafting contracts, correspondence, resolutions and other legal documents as may become necessary. Such services shall also include the preparation and delivery of status reports to City as specified in paragraph 8 of this Agreement.

3. COMMENCEMENT OF WORK.

Firm shall begin performing legal services under this Agreement when directed to do so by the City Attorney and shall complete said services within the time limits mutually determined to be acceptable by Firm and City.

4. ASSIGNMENT OF DUTIES.

It is contemplated that Anna C. Shimko will be assigned from Firm. She may be assisted as appropriate by the persons listed in Exhibit A, provided that multiple representations at meetings, depositions, hearings and court appearances shall require authorization from the City Attorney. In addition, should it be desirable for any other attorney not listed in Exhibit A to work under this Agreement, such attorney may only be added with the consent of the City Attorney. While City expects the attorneys listed above to perform the tasks that require substantial experience, Firm shall attempt to minimize legal expenses by relying on junior attorneys, paralegals and law clerks for less demanding tasks.

5. PAYMENT FOR SERVICE.

In consideration for Firm's performance of legal services on behalf of City under the terms of this Agreement, and upon review and approval of Firm's bill by the City Attorney, Firm shall be compensated at the preapproved hourly rates and for authorized expenses as set forth in Exhibit A entitled "Schedule of Fees and Charges" attached and incorporated by this reference. Fees for services performed by retained consultants, subcontractors, experts or other personnel may be billed to City only if approved in writing by the City Attorney.

6. BILLING INVOICES.

Firm shall, within fifteen (15) days after the end of each calendar month in which services are performed under this Agreement, submit to the City an itemized invoice, describing the specific services performed as set forth in this Agreement. Firm shall adhere to the billing standards set forth in Exhibit B entitled "Billing Standards" attached

and incorporated by this reference. The invoice shall be submitted to:

Santa Clara City Attorney's Office
1500 Warburton Avenue
Santa Clara, CA 95050

7. BILLING STANDARDS.

Firm shall not bill for hours other than those hours expressly devoted to the tasks approved in advance by the City Attorney and/or required under the terms of this Agreement. Firm agrees it will not bill for time which is not specifically devoted to said task(s). Firm shall not bill for secretarial or clerical tasks. The billing format utilized to provide bills shall be set forth in detailed format which readily permits review by City retained auditors.

8. STATUS REPORTS.

Firm shall, within fifteen (15) days of each calendar quarter, submit to City a written report setting forth a summary of activities performed on behalf of City during the preceding calendar quarter, the current status of each pending matter or proceeding, results obtained or expected to be obtained, a summary of invoices for the preceding quarter and such other information relating to the services rendered as City may reasonably request. See Exhibit B for additional reporting requirements.

9. TERMINATION.

Either Party may terminate this Agreement by providing written notice to the other. Any termination hereunder shall become effective upon receipt of written notice of termination; provided, however, that Firm may exercise its right of termination only to the extent and under terms and conditions consistent with the obligations of Firm under the Rules of Professional Conduct of the State Bar of California; and provided, further, that in the event of termination, the amount due Firm for services rendered and costs and expenses incurred prior to termination shall remain due and payable. The City Attorney may exercise the power of City to terminate this Agreement without prior City Council approval. Upon written request of the City Attorney, Firm agrees to turn over to any attorney substituted in its place, the entire file and attorney work product regarding any such matter within seven (7) calendar days of any such termination.

10. CONFLICTS OF INTEREST.

Periodically during the term of the Agreement, Firm shall make a good faith effort to identify and shall apprise City of those possible conflicts of interest which could affect Firm's duties to City or to the City Attorney under the California Rules of Professional Responsibility, or Firm's performance of the responsibilities reposed in Firm under this Agreement, or which Firm reasonably believes are likely to affect future transactions by and between City and third parties. City retains those rights with respect to future conflicts as are vested in a client under the California Rules of Professional Responsibility, and may terminate Firm's services and withhold consent to such conflicts

of interest under the California Rules of Professional Responsibility which City deems in good faith not to be in the City's best interest.

11. ASSIGNMENTS AND SUCCESSORS IN INTEREST.

City and Firm bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the City Attorney.

12. INDEPENDENT CONTRACTOR.

In performing work required under this Agreement, Firm is not an agent nor employee of City but an independent contractor. Firm shall at all times act as an independent contractor with respect to the performance of this Agreement, with full rights to manage its employees subject to the requirements of the law. Neither Firm nor any employees or agents of Firm shall be considered an employee of City for any purpose.

13. RECORDS AND DOCUMENTATION.

Firm shall maintain complete and accurate records of the services provided to City and expenses incurred on behalf of City. Firm agrees to assist City in meeting City's reporting requirements to other agencies with respect to Firm's work under this Agreement. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement, and for a period of six (6) years after termination of the Agreement.

14. FAIR EMPLOYMENT.

Firm shall not discriminate against any employee or applicant for employment in hiring, promotion or unlawfully discharge, on the basis of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law. In the State of California this requirement is an ethical obligation of attorneys in the management of their Firms. [Rules of Professional Conduct Section 2-400 (B).]

15. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Firm shall indemnify, protect, defend and hold harmless City, its City Council, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from Firm's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the performance of the work by Firm, its agents, subcontractors and/or assigns under to this Agreement.

16. INSURANCE REQUIREMENTS.

Firm shall maintain in full force and effect the following insurance policies:

A. Commercial general liability policy (bodily injury and property damage);

B. Worker's compensation/employer's liability policy;

C. Business automobile liability insurance policy; and,

D. Professional liability policy.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts, endorsements, certificates of insurance and coverage verifications as set forth in Exhibit C entitled "Insurance Requirements" attached and incorporated by this reference.

17. CONFIDENTIALITY AND DISCLOSURE.

The data, information and reports acquired or prepared by Firm in connection with matters upon which the City has retained Firm shall not be shown or distributed to any other public or private person or entity except as authorized by the City Attorney and in no event prior to having been first disclosed to the City Attorney. All information, documents, records, reports, data or other materials furnished by City to Firm or other such information, documents, records, data or other materials to which the Firm has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of City. Firm shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the City Attorney.

18. AMENDMENTS.

This Agreement, including any Exhibits attached to it, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the Parties to this Agreement.

19. 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. No third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

20. NOTICES.

All notices, invoices, reports or other communication to the Parties shall be properly given if delivered in person or sent by First Class mail, facsimile or overnight delivery and addressed as follows:

Santa Clara City Attorney's Office
1500 Warburton Avenue
Santa Clara, CA 95050
Fax Number: (408) 249-7846

And to Firm addressed as follows:

Burke, Williams & Sorensen LLP
Attn: Anna Shimko, Esq.
101 Howard Street, Suite 400
San Francisco, CA 94105-6125
Fax Number: (415) 655-8099

Either Party may change its address for receipt of notices under this Agreement by notice given in the manner provided herein.

21. LAW GOVERNING AGREEMENT.

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

22. INVALID PROVISIONS.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in full or in part, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid and enforceable, and the other provisions of this Agreement shall not be affected thereby.

23. LICENSE REQUIREMENTS.

Firm shall demonstrate that the attorney(s) who provide legal services to City under this Agreement are licensed to practice law in the State of California and, if not, indicate to the satisfaction of the City Attorney why such license is not required to perform the services required.

24. **COUNTERPARTS.**

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.

25. **AFFORDABLE CARE ACT OBLIGATIONS.**

To the extent Firm is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Firm warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Firm's responsibilities under the Act.

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. The Effective Date is the date that the final signatory executes the Agreement. 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

DATED:_____

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 249-7846

"CITY"

BURKE, WILLIAMS & SORENSEN LLP

Dated: 2/11/15
By:
Name: John J. Welsh, Managing Partner
Local Address: 101 Howard Street, Suite 400, San Francisco, CA 94105-6125
Telephone (415) 655-8115
Fax: (415) 655-8099
Email: ashimko@bwslaw.com

"FIRM"

LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
BURKE, WILLIAMS & SORENSEN LLP

EXHIBIT A

SCHEDULE OF FEES AND CHARGES

A. Billable Rates

Firm shall bill its time by the hour at the hourly billable rate assigned to each attorney. Firm shall bill City for its services at its current hourly rates, which are listed below. A review of hourly rates may be conducted annually and adjustments may be made so long as the rates fall within the range set forth in this Agreement.

Anna C. Shimko, Partner $510.00 / hour

Deborah L. Kartiganer, Associate $400.00 / hour

Notice of any proposed increase in the approved hourly rates for services rendered under this Agreement will be given to City in writing no later than thirty (30) days prior to the effective date of subject increase. No proposed increase will become effective if, prior to its effective date, City notifies Firm in writing of objections thereto. In the event a timely notice of objection to any proposed increase is given, Firm and City shall attempt to reach agreement concerning future hourly rates. If agreement is reached, the rates agreed upon shall be applicable as of the date agreed upon. In the event that after a reasonable period the parties are unable to reach agreement, either party may advise the other in writing that this Agreement is terminated.

Firm will be reimbursed for all out-of-pocket costs and expenses actually incurred by Firm in the above-described representation of City. Reimbursable out-of-pocket expenses include, but are not limited to, all travel expenses, (i.e., local travel including taxis), lodging, long distance telephone calls, reproduction and printing costs, postage, filing fees, word processing costs paid to third parties after prior City approval, transcript costs, staff (non-attorney) overtime after prior City approval and notary fees, to the extent that any such costs are incurred on behalf of City.

B. Maximum Not to Exceed Contract Amount

In no event shall the total amount paid to the Firm for services, including all fees, costs and/or expenses, under this Agreement exceed one hundred fifty thousand dollars ($150,000.00) subject to budgetary appropriations.

LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
BURKE, WILLIAMS & SORENSEN LLP

EXHIBIT B

BILLING STANDARDS

A. All cases shall be billed monthly pursuant to paragraph 7 of this Agreement.

B. The fee portion of each invoice shall include the attorney's name (or initials, if full name is noted elsewhere on invoice), amount, date work was performed, the amount of time expended, rate per hour, and a brief description of the services rendered as a basis for fee calculation, or other method of determining the fees. All tasks set forth in Firm's billing documentation shall be specific and detailed. Examples of unacceptable billing entries include but are not limited to: overly generalized listings of task descriptions (e.g., "review contract" or "prepare for negotiations"); double staff or attorney time on any task, unless expressly authorized by the City Attorney; block billing; time billed for additional newly assigned attorney(s) to learn case file; assigned work by law clerks; administrative costs; word processing charges; secretarial or clerical charges; time spent on researching and/or drafting work that Firm has done and billed another client for in the past.

C. Billings under this Agreement shall not be provided in more than six (6) minute increments and shall represent the devotion of a full six minutes before an increment is billed.

D. The cost and expense portion of the invoice shall clearly identify the nature and amount and any other cost(s) billed to City must be separately itemized with prior written approval of the City Attorney. Any experts or contractors hired by Firm on behalf of City whose charges are billed through the Firm must also provide such billing itemization and such billing shall be attached to the billing provided to City by Firm. Professional fees and expenses invoiced to City shall be due and payable within thirty (30) days after receipt of Firm's statement.

E. In support of payment for such bill, Firm shall furnish payroll records, bills, invoices, receipts or other evidence of reimbursable expenses incurred as reasonably requested by the City Attorney. City reserves the right to require additional substantiation of any item of claimed expense.

F. Firms representing City in active litigation shall prepare a brief summary of activity on each case on a monthly basis.

G. Each month's bill should include the total billable hours and expenses to date for each matter.

H. City encourages the use of paralegals for any task that can be delegated. However, similar to attorneys, no more than two paralegals (but preferably one) should work on each case.

I. The maximum charge for photocopying is twenty-five cents ($.25) per page.

J. Fax charges should be one dollar ($1.00) or less per fax. City encourages the use of email correspondence where appropriate.

K. Messenger and other charges in excess of actual costs are not permitted.

L. Telephone, cellular telephone and postage charges are billable at actual cost.

M. Meals are not billable to City without prior authorization.

N. Expert witness fees are not automatically authorized. Firm shall obtain approval for each expert witness from the City Attorney.

O. Firm shall maintain at least the insurance coverage set forth in Exhibit C at all times.

P. Work performed on a not-to-exceed basis may not be increased without prior approval by the City Attorney and/or City Council, depending upon the amount in question.

Q. If Firm is provided with a new case directly from City staff or if a matter arises that requires Firm to open a new file, the City Attorney should be informed immediately.

R. City expects that Firm will resolve all discovery disputes without court intervention. If this is impossible due to the conduct of others, please inform the City Attorney immediately.

S. City's Finance Department will send a request for an auditor response letter annually. Firm will respond to these requests timely and will provide a copy of Firm's response letter to the City Attorney.

T. Firm will provide copies of all motions or briefs which are filed related to City's matter. Unless previously requested, Firm does not need to send drafts or miscellaneous correspondence. Copies of significant pieces of correspondence should be provided to the City Attorney.

U. City expects early and frequent evaluation of its cases. If the likelihood of success on a particular case is low, City needs to know up front in order to minimize litigation costs and make reasonable attempts to settle the case.

LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
BURKE, WILLIAMS & SORENSEN LLP

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Firm's indemnification of the City, and prior to commencing any of the services required under this Agreement, the Firm shall provide 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 Firm'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 Firm; 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 Firm to comply with the insurance requirements of this Agreement:

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Firm 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 Firm 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 Firm. 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 Firm'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 Firm 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 Firm's insurance.

3. Cancellation.

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

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

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Firm and City agree as follows:

1. Firm 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 Firm, provide the same minimum insurance coverage required of Firm, except as with respect to limits. Firm 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. Firm 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. Firm 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 Firm 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 Firm 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, Firm, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide 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. Firm 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

Firm 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, Firm 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 City Attorney's Office

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 Firm 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.

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B5

Santa Clara All-America City 2001

Date: February 24, 2015

To: City Manager for Council Action

From: City Attorney

Subject: Approve Legal Services Agreement with Rankin Stock Heaberlin for Representation in Tort Litigation

EXECUTIVE SUMMARY:

The law firm of Rankin Stock Heaberlin ("Firm") is currently providing legal services for the City related to civil rights and tort litigation. The Firm has achieved very favorable results in jury trials, arbitrations and settlements in many different types of civil suits on behalf of the City. The Firm employs attorneys with special expertise in these matters, especially Jon Heaberlin and David Stock, both partners, who have provided legal services to the City for many years. The City has enjoyed a positive relationship with the Firm as they have successfully represented the City's interests, at a reduced fee, taking into consideration the budget constraints of a municipality. The Agreement is available for review at the City Clerk's Office or online.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Firm will continue to provide legal services, directed by the City Attorney, in a legal advisory capacity. The continued representation by the Firm will provide the City with continuity of specialized legal support with civil litigation, generally related to tort claims. The Firm's services are provided at a very competitive billing rate.

ECONOMIC/FISCAL IMPACT:

This legal services agreement has a not to exceed amount of two hundred fifty thousand dollars ($250,000), subject to budgetary appropriations. Funds are available in the Special Liability Reserve Fund 082-0141-87870.

RECOMMENDATION:

That the Council approve and authorize the City Manager to execute the Legal Services Agreement with Rankin Stock Heaberlin in an amount not to exceed two hundred fifty thousand dollars ($250,000) for legal representation in civil litigation, generally related to civil rights and tort claims.

Richard E. Nosky, Jr.
City Attorney

APPROVED:

Julio J. Fuentes
City Manager

Certified as to Availability of Funds: OK.LF
082-0141-87870 $ 250,000.00

Gary Ameling
Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Legal Services Agreement with Rankin Stock Heaberlin
I:\AGENDA\AGENDA REPORTS\Rankin Stock Heaberlin 02-24-15.docx

LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
RANKIN STOCK HEABERLIN

PREAMBLE

This legal services agreement ("Agreement") is made and entered by and between Rankin Stock Heaberlin, a law corporation, comprised of attorneys licensed to practice law in the State of California with its primary place of business located at 96 N. Third Street, Suite 500, San Jose, CA 95112, ("Firm") and the City of Santa Clara, California, a chartered California municipal corporation ("City"), with its primary place of business located at 1500 Warburton Avenue, Santa Clara, CA 95050. City and Firm may be referred to herein 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;

B. Firm represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide legal 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. RETENTION OF FIRM.

A. City hereby confirms, retains and authorizes Firm to represent City and provide legal services as may be requested, from time to time, orally or in writing, by authorized representatives of City on an as-needed basis. By this Agreement, City is retaining Firm and not individual members of the Firm. Firm's client is the City, as a public entity, and not any of its individual members, groups of individuals or any other entity. Firm shall report to and receive direction from the City Council, City Attorney and/or City Manager.

B. Firm shall perform such legal services for and on behalf of City under the primary direction of the City Attorney. Firm shall undertake, subject to approval of Firm, such additional duties as may be authorized by City from time to time under the terms and conditions of this Agreement.

2. DESCRIPTION OF SERVICES TO BE PROVIDED.

Legal services are to be provided to City by Firm as directed by the City Attorney. Such services may include, but are not limited to, providing advice and counsel on legal matters affecting City, performing legal research, representing City in judicial proceedings in state and/or federal court or other dispute resolution tribunals or before administrative agencies, negotiating contracts and drafting contracts, correspondence, resolutions and other legal documents as may become necessary. Such services shall also include the preparation and delivery of status reports to City as specified in paragraph 8 of this Agreement.

3. COMMENCEMENT OF WORK.

Firm shall begin performing legal services under this Agreement when directed to do so by the City Attorney and shall complete said services within the time limits mutually determined to be acceptable by Firm and City.

4. ASSIGNMENT OF DUTIES.

It is contemplated that Jon A. Heaberlin and David J. Stock will be assigned from Firm. They may be assisted as appropriate by the persons listed in Exhibit A, provided that multiple representation at meetings, depositions, hearings and court appearances shall require authorization from the City Attorney. In addition, should it be desirable for any other attorney not listed in Exhibit A to work under this Agreement, such attorney may only be added with the consent of the City Attorney. While City expects the attorneys listed above to perform the tasks that require substantial experience, Firm shall attempt to minimize legal expenses by relying on junior attorneys, paralegals and law clerks for less demanding tasks.

5. PAYMENT FOR SERVICE.

In consideration for Firm's performance of legal services on behalf of City under the terms of this Agreement, and upon review and approval of Firm's bill by the City Attorney, Firm shall be compensated at the preapproved hourly rates and for authorized expenses as set forth in Exhibit A entitled "Schedule of Fees and Charges" attached and incorporated by this reference. Fees for services performed by retained consultants, subcontractors, experts or other personnel may be billed to City only if approved in writing by the City Attorney.

6. BILLING INVOICES.

Firm shall, within fifteen (15) days after the end of each calendar month in which services are performed under this Agreement, submit to the City an itemized invoice, describing the specific services performed as set forth in this Agreement. Firm shall adhere to the billing standards set forth in Exhibit B entitled "Billing Standards" attached and incorporated by this reference. The invoice shall be submitted to:

Santa Clara City Attorney's Office
1500 Warburton Avenue
Santa Clara, CA 95050

7. BILLING STANDARDS.

Firm shall not bill for hours other than those hours expressly devoted to the tasks approved in advance by the City Attorney and/or required under the terms of this Agreement. Firm agrees it will not bill for time which is not specifically devoted to said task(s). Firm shall not bill for secretarial or clerical tasks. The billing format utilized to provide bills shall be set forth in detailed format which readily permits review by City retained auditors.

8. STATUS REPORTS.

Firm shall, within fifteen (15) days of each calendar quarter, submit to City a written report setting forth a summary of activities performed on behalf of City during the preceding calendar quarter, the current status of each pending matter or proceeding, results obtained or expected to be obtained, a summary of invoices for the preceding quarter and such other information relating to the services rendered as City may reasonably request. See Exhibit B for additional reporting requirements.

9. TERMINATION.

Either Party may terminate this Agreement by providing written notice to the other. Any termination hereunder shall become effective upon receipt of written notice of termination; provided, however, that Firm may exercise its right of termination only to the extent and under terms and conditions consistent with the obligations of Firm under the Rules of Professional Conduct of the State Bar of California; and provided, further, that in the event of termination, the amount due Firm for services rendered and costs and expenses incurred prior to termination shall remain due and payable. The City Attorney may exercise the power of City to terminate this Agreement without prior City Council approval. Upon written request of the City Attorney, Firm agrees to turn over to any attorney substituted in its place, the entire file and attorney work product regarding any such matter within seven (7) calendar days of any such termination.

10. CONFLICTS OF INTEREST.

Periodically during the term of the Agreement, Firm shall make a good faith effort to identify and shall apprise City of those possible conflicts of interest which could affect Firm's duties to City or to the City Attorney under the California Rules of Professional Responsibility, or Firm's performance of the responsibilities reposed in Firm under this Agreement, or which Firm reasonably believes are likely to affect future transactions by and between City and third parties. City retains those rights with respect to future conflicts as are vested in a client under the California Rules of Professional Responsibility, and may terminate Firm's services and withhold consent to such conflicts of interest under the California Rules of Professional Responsibility which City deems in good faith not to be in the City's best interest.

11. ASSIGNMENTS AND SUCCESSORS IN INTEREST.

City and Firm bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the City Attorney.

12. INDEPENDENT CONTRACTOR.

In performing work required under this Agreement, Firm is not an agent nor employee of City but an independent contractor. Firm shall at all times act as an independent contractor with respect to the performance of this Agreement, with full rights to manage its employees subject to the requirements of the law. Neither Firm nor any employees or agents of Firm shall be considered an employee of City for any purpose.

13. RECORDS AND DOCUMENTATION.

Firm shall maintain complete and accurate records of the services provided to City and expenses incurred on behalf of City. Firm agrees to assist City in meeting City's reporting requirements to other agencies with respect to Firm's work under this Agreement. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement, and for a period of six (6) years after termination of the Agreement.

14. FAIR EMPLOYMENT.

Firm shall not discriminate against any employee or applicant for employment in hiring, promotion or unlawfully discharge, on the basis of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law. In the State of California this requirement is an ethical obligation of attorneys in the management of their Firms. [Rules of Professional Conduct Section 2-400 (B).]

15. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Firm shall indemnify, protect, defend and hold harmless City, its City Council, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from Firm's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the performance of the work by Firm, its agents, subcontractors and/or assigns under to this Agreement.

16. INSURANCE REQUIREMENTS.

Firm shall maintain in full force and effect the following insurance policies:

A. Commercial general liability policy (bodily injury and property damage);

B. Worker's compensation/employer's liability policy;

C. Business automobile liability insurance policy; and,

D. Professional liability policy.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts, endorsements, certificates of insurance and coverage verifications as set forth in Exhibit C entitled "Insurance Requirements" attached and incorporated by this reference.

17. CONFIDENTIALITY AND DISCLOSURE.

The data, information and reports acquired or prepared by Firm in connection with matters upon which the City has retained Firm shall not be shown or distributed to any other public or private person or entity except as authorized by the City Attorney and in no event prior to having been first disclosed to the City Attorney. All information, documents, records, reports, data or other materials furnished by City to Firm or other such information, documents, records, data or other materials to which the Firm has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of City. Firm shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the City Attorney.

18. AMENDMENTS.

This Agreement, including any Exhibits attached to it, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the Parties to this Agreement.

19. 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. No third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

20. NOTICES.

All notices, invoices, reports or other communication to the Parties shall be properly given if delivered in person or sent by First Class mail, facsimile or overnight delivery and addressed as follows:

Santa Clara City Attorney's Office
1500 Warburton Avenue
Santa Clara, CA 95050
Fax Number: (408) 249-7846

And to Firm addressed as follows:

Rankin Stock Heaberlin
96 N. Third Street, Suite 500
San Jose, CA 95112
Fax Number: (408) 293-9514

Either Party may change its address for receipt of notices under this Agreement by notice given in the manner provided herein.

21. LAW GOVERNING AGREEMENT.

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

22. INVALID PROVISIONS.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in full or in part, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid and enforceable, and the other provisions of this Agreement shall not be affected thereby.

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To the extent Firm is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Firm warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Firm's responsibilities under the Act.

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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. 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:

DATED:_____

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) 249-7846

"CITY"

RANKIN STOCK HEABERLIN
A Law Corporation

Dated: 2/12/15
By: _____
(Signature of Person executing the Agreement on behalf of Firm)
Name: Jon A. Heaberlin
Title: Partner
Local Address: 96 N. Third Street, Suite 500
San Jose, CA 95112
Telephone (408) 293-0463
Fax: (408) 293-9514
Email: jheaberlin@rlss.com

"FIRM"

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LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
RANKIN STOCK HEABERLIN

EXHIBIT A

SCHEDULE OF FEES AND CHARGES

A. Billable Rates

Firm shall bill its time by the hour at the hourly billable rate assigned to each attorney. Firm shall bill City for its services at its current hourly rates, as listed below. A review of hourly rates may be conducted annually and adjustments may be made so long as the rates fall within the range set forth in this Agreement.

Jon A. Heaberlin, Partner	$190/hour
David J. Stock, Partner	$190/hour
Associate Attorneys (presently Sujata T. Reuter, Saman N. Khan)	$175/hour
Paralegals/Law Clerks	$ 90/hour

Notice of any proposed increase in the approved hourly rates for services rendered under this Agreement will be given to City in writing no later than thirty (30) days prior to the effective date of subject increase. No proposed increase will become effective if, prior to its effective date, City notifies Firm in writing of objections thereto. In the event a timely notice of objection to any proposed increase is given, Firm and City shall attempt to reach agreement concerning future hourly rates. If agreement is reached, the rates agreed upon shall be applicable as of the date agreed upon. In the event that after a reasonable period the parties are unable to reach agreement, either party may advise the other in writing that this Agreement is terminated.

Firm will be reimbursed for all out-of-pocket costs and expenses actually incurred by Firm in the above-described representation of City. Reimbursable out-of-pocket expenses include, but are not limited to, all travel expenses, (i.e., local travel including taxis), lodging, long distance telephone calls, reproduction and printing costs, postage, filing fees, word processing costs paid to third parties after prior City approval, transcript costs, staff (non-attorney) overtime after prior City approval and notary fees, to the extent that any such costs are incurred on behalf of City.

B. Maximum Not to Exceed Contract Amount

In no event shall the total amount paid to the Firm for services, including all fees, costs and/or expenses, under this Agreement exceed two hundred fifty thousand dollars ($250,000) subject to budgetary appropriations.

LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
RANKIN STOCK HEABERLIN

EXHIBIT B

BILLING STANDARDS

A. All cases shall be billed monthly pursuant to paragraph 7 of this Agreement.

B. The fee portion of each invoice shall include the attorney's name (or initials, if full name is noted elsewhere on invoice), amount, date work was performed, the amount of time expended, rate per hour, and a brief description of the services rendered as a basis for fee calculation, or other method of determining the fees. All tasks set forth in Firm's billing documentation shall be specific and detailed. Examples of unacceptable billing entries include but are not limited to: overly generalized listings of task descriptions (e.g., "review contract" or "prepare for negotiations"); double staff or attorney time on any task, unless expressly authorized by the City Attorney; block billing; time billed for additional newly assigned attorney(s) to learn case file; assigned work by law clerks; administrative costs; word processing charges; secretarial or clerical charges; time spent on researching and/or drafting work that Firm has done and billed another client for in the past.

C. Billings under this Agreement shall not be provided in more than six (6) minute increments and shall represent the devotion of a full six minutes before an increment is billed.

D. The cost and expense portion of the invoice shall clearly identify the nature and amount and any other cost(s) billed to City must be separately itemized with prior written approval of the City Attorney. Any experts or contractors hired by Firm on behalf of City whose charges are billed through the Firm must also provide such billing itemization and such billing shall be attached to the billing provided to City by Firm. Professional fees and expenses invoiced to City shall be due and payable within thirty (30) days after receipt of Firm's statement.

E. In support of payment for such bill, Firm shall furnish payroll records, bills, invoices, receipts or other evidence of reimbursable expenses incurred as reasonably requested by the City Attorney. City reserves the right to require additional substantiation of any item of claimed expense.

F. Firms representing City in active litigation shall prepare a brief summary of activity on each case on a monthly basis.

G. Each month's bill should include the total billable hours and expenses to date for each matter.

H. City encourages the use of paralegals for any task that can be delegated. However, similar to attorneys, no more than two paralegals (but preferably one) should work on each case.

I. The maximum charge for photocopying is twenty-five cents ($.25) per page.

J. Fax charges should be one dollar ($1.00) or less per fax. City encourages the use of email correspondence where appropriate.

K. Messenger and other charges in excess of actual costs are not permitted.

L. Telephone, cellular telephone and postage charges are billable at actual cost.

M. Meals are not billable to City without prior authorization.

N. Expert witness fees are not automatically authorized. Firm shall obtain approval for each expert witness from the City Attorney.

O. Firm shall maintain at least the insurance coverage set forth in Exhibit C at all times.

P. Work performed on a not-to-exceed basis may not be increased without prior approval by the City Attorney and/or City Council, depending upon the amount in question.

Q. If Firm is provided with a new case directly from City staff or if a matter arises that requires Firm to open a new file, the City Attorney should be informed immediately.

R. City expects that Firm will resolve all discovery disputes without court intervention. If this is impossible due to the conduct of others, please inform the City Attorney immediately.

S. City's Finance Department will send a request for an auditor response letter annually. Firm will respond to these requests timely and will provide a copy of Firm's response letter to the City Attorney.

T. Firm will provide copies of all motions or briefs which are filed related to City's matter. Unless previously requested, Firm does not need to send drafts or miscellaneous correspondence. Copies of significant pieces of correspondence should be provided to the City Attorney.

U. City expects early and frequent evaluation of its cases. If the likelihood of success on a particular case is low, City needs to know up front in order to minimize litigation costs and make reasonable attempts to settle the case.

LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
RANKIN STOCK HEABERLIN

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Firm's indemnification of the City, and prior to commencing any of the services required under this Agreement, the Firm shall provide 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 Firm'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 Firm; 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 Firm to comply with the insurance requirements of this Agreement:

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Firm 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 Firm 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 Firm. 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 Firm'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 Firm 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 Firm's insurance.

3. Cancellation.

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

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

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Firm and City agree as follows:

1. Firm 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 Firm, provide the same minimum insurance coverage required of Firm, except as with respect to limits. Firm 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. Firm 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. Firm 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 Firm 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 Firm 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, Firm, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide 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. Firm 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

Firm 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, Firm 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 City Attorney's Office

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 Firm 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.

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B6

Date: February 10, 2015

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: For the property located at 584 Park Court: Add the property to the City's List of Architecturally or Historically Significant Properties, and, Approve and Authorize the City Manager to Execute a Historic Property Preservation Agreement (Mills Act Contract) with Applicants Albert Au and Christine Tam (PLN2014-10666)

EXECUTIVE SUMMARY:

The State of California enacted legislation that allows owners of approved historically designated properties to enter into "Mills Act" contracts with the legislative bodies of local agency jurisdictions, pursuant to Government Code Section 50280 and following. These properties then qualify for property tax incentives contained in the California Revenue and Taxation Code. The City Council established a process for considering historic properties for Mills Act contracts by resolution No. 5843 on September 4, 1993, subject to a limit of five contracts per year. In 2004, the City Council approved increasing the number of allowable contracts to ten per year. This contract is within the allowable ten contracts for year 2015.

The property at 584 Park Court is not currently listed on the City's Architecturally or Historically Significant Properties List. A historic property evaluation has been prepared and concludes that the property retains sufficient integrity and is eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List. Attached is the Applicant's statement of justification, an updated State Department of Parks and Recreation (DPR) form evaluating the significance of the structure, and additional attachments including the proposed 10-year restoration and maintenance schedule.

The Historical and Landmarks Commission reviewed and supported the request for historic listing and for a Mills Act Contract at its meeting of December 4, 2014. The staff report and an excerpt of the minutes from this meeting are attached.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The purpose of a Mills Act Contract is to offer owners of historically significant properties an economic incentive to maintain and preserve the historic physical integrity of their properties, which thereby also increases the aesthetic and economic health of the surrounding neighborhood and the City.

ECONOMIC/FISCAL IMPACT:

The fiscal impact would be a negligible decrease of property tax revenue to the City.

RECOMMENDATION:

That the Council take the following actions for the property located at 584 Park Court:

1. Adopt a resolution authorizing the addition of the property to the City's List of Architecturally or Historically Significant Properties; and
2. Approve and Authorize the City Manager to execute a Historic Property Preservation Agreement (Mills Act Contract) with Applicants Albert Au and Christine Tam.

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) ***Resolution***
2) ***Historic Property Preservation Agreement with Attachments***
3) ***Statement of Justification***
4) ***Historical and Landmarks Commission Staff Report without attachments, December 4, 2014***
5) ***Historical and Landmarks Commission Excerpt of Minutes, December 4, 2014***

I:\PLANNING\Current Planning\2011-2014\2014\Project Files Active\PLN2014-10666 584 Park Ct (Mills Act)\CC\CC Agd Rpt 584 Park Court (PLN2014-10666).doc

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AUTHORIZING THE ADDITION OF THE PROPERTY LOCATED AT 584 PARK COURT, SANTA CLARA, TO THE CITY'S LIST OF ARCHITECTURALLY OR HISTORICALLY SIGNIFICANT PROPERTIES.

PLN2014-10666 (Historic Designation)

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

WHEREAS, Albert Au and Christine Tam ("Applicants") filed an application for the addition of the property located at 584 Park Court, Santa Clara, (APN: 269-52-038) to the City's List of Architecturally or Historically Significant Properties ("Project Site");

WHEREAS, the Project Site has been maintained as a residential property developed with a single-family dwelling, as shown on the Department of Parks and Recreation Form (DPR);

WHEREAS, the Project Site is currently zoned Single-Family Residential (R1-6L);

WHEREAS, the General Plan land use designation for the Project Site is Very Low Density Residential;

WHEREAS, designation of the Project Site to the City's List of Architecturally or Historically Significant Properties is a prerequisite for a Mills Act Contract;

WHEREAS, the Project is Categorically Exempt from formal environmental review pursuant to Section 21084.1 of the Public Resources Code § 21000 *et seq.*;

WHEREAS, on December 4, 2014, the Historical and Landmarks Commission held a duly noticed public meeting to consider the application, during which time the Historical and Landmarks Commission invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the proposed application.

WHEREAS, on February 24, 2015, the City Council held a duly noticed public hearing to consider the application, during which the City Council invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the proposal.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby adds the Project Site, shown on the DPR, to the City's List of Architecturally or Historically Significant Properties.

3. That pursuant to the Secretary of the Interior's Standards for Historic Preservation, the City Council determines that the following findings exist in support of the property's addition to the City's List of Architecturally or Historically Significant Properties:

A. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation, in that the residence retains visible characteristics of the Craftsman Bungalow architectural style, a common style constructed locally from about 1907 to 1925, and maintains its original location within a historic residential setting.

B. The property has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance, in that the house characterizes an architectural style associated with a particular era and is architecturally unique in the current neighborhood setting, and has visual symbolic meaning and appeal to the community as representative of the early town.

C. A neighborhood, group or unique area directly associated with broad patterns of local area history, in that the subject property, being part of the Park Court Subdivision, is an example of an early twentieth century neighborhood in the City of Santa Clara, and is the only intact subdivision from the 1920's and 1930's.

4. That based on the findings set forth in the Resolution and the evidence in the City Staff report, the City Council adds the property located at 584 Park Court, Santa Clara, to the City's List of Architecturally or Historically Significant Properties.

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

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2015, 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. None

RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 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 Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ___ day of _____, 2015, ("Effective Date"), by and between Albert Au and Christine Tam, owners of certain real property located at 584 Park Court, Santa Clara CA 95050 ("OWNERS") 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 OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals**.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2014 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-52-038, and generally located at the street address 584 Park Court, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Grant Deed," marked as "Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on September 26th, 2014. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Primary Record is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement**.

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) Effective Date and Term of Agreement. The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) Renewal.

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. " The Secretary of Interior's Rehabilitation Standards," marked as "Exhibit C" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "10-Year Restoration Maintenance Plan," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be

conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) Provision for Information.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in

equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Mediation.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the City of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the City, public (which includes, but is not limited to the benefit to the public street generally located at 584 Park Court), and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Albert Au and Christine Tam
584 Park Court
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) **Restrictive Covenants Binding.** All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) **Mills Act Historic Property Contract Application Requirements.** An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

a. a Historic Resources Inventory form;

b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";

c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,

d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) **Mills Act Historic Property Contract Approval.** Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) **Recordation and Notice.** No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of $1,820.00 (one thousand eight hundred and twenty dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California Historical Building Code.** The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) **Conservation Easements.**

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) **Severability.** If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) **Integrated Agreement - Totality of Agreement.** This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) **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.

(24) **Statutes and Law Governing Contract.** This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) **Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

Julio J. Fuentes
City Manager

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

ATTEST:

ROD DIRIDON, JR.
City Clerk

"CITY"

Albert Au and Christine Au,
Owners of 584 Park Court

By: _____
Albert Au
584 Park Court
Santa Clara, CA 95050
(408) 600 - 8660

By: _____
Christine Tam
584 Park Court
Santa Clara, CA 95050
(408) 600 - 8660

"OWNERS"

Exhibits:
A – Grant Deed
B – The Secretary of Interior's Rehabilitation Standards
C – Primary Record
D – 10-Year Restoration Maintenance Plan

California All-Purpose Acknowledgment **CIVIL CODE § 1189**

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } ss

On **February 5, 2015**, before me, Lynn C. Garcia, a Notary Public, personally appeared **Albert Au**, 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.

LYNN C. GARCIA
Commission # 2041052
Notary Public - California
Santa Clara County
My Comm. Expires Sep 12, 2017

WITNESS my hand and official seal.

Lynn C. Garcia
SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Historic Property Preservation Agreement
584 Park Court Santa Clara, CA 95050
APN 269-52-038

California All-Purpose Acknowledgment **CIVIL CODE § 1189**

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

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS

On **February 5, 2015**, before me, Lynn C. Garcia, a Notary Public, personally appeared **Christine Tam**, 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.

LYNN C. GARCIA
Commission # 2041052
Notary Public - California
Santa Clara County
My Comm. Expires Sep 12, 2017
NNA1 NNA1

WITNESS my hand and official seal.

Lynn C. Garcia
SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Historic Property Preservation Agreement
584 Park Court Santa Clara, CA 95050
APN 269-52-038

RECORDING REQUESTED BY:
Chicago Title Company
Order No.: FWTO-3761400096

When Recorded Mail Document and Tax Statements To:
Albert S. Au and Christine W. Tam
584 Park Court
Santa Clara, CA 95050

DOCUMENT: 22556024

Pages: 3

Fees.... 51.00
Taxes...
Copies..
AMT PAID 51.00

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Chicago Title

RDE # 026
4/01/2014
8:00 AM

APN/Parcel ID(s): 269-52-038

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

Albert S. Au

☑ This transfer is exempt from the documentary transfer tax.
"This is a bonafide gift and the grantor received nothing in return, R & T 11930."

☐ The documentary transfer tax is $_____ and is computed on:
- ☐ the full value of the interest or property conveyed.
- ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the **City of Santa Clara.**

adding spouse to title

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Albert S. Au, who acquired title as an unmarried man

hereby GRANT(S) to Albert S. Au and Christine W. Tam, husband and wife as community property with right of survivorship

the following described real property in the City of Santa Clara, County of Santa Clara, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: March 26, 2014

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Albert S. Au

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Scanned by CamScanner

GRANT DEED
(continued)

APN/Parcel ID(s): 269-52-038

State of Ca

County of Santa Clara

On 3.26.14 before me Adriana Berenice Sandoval a notary public in and for said state, personally appeared Albert S. Au, 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.

Adriana Bere Sandoval.
Signature (Seal)

ADRIANA BERENICE SANDOVAL
Comm. No.1984362
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires July 6, 2016

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Scanned by CamScanner

Title No. 14-98026237
Locate No. CACTI7743-7743-2980-0098026237

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 38, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF PARK COURT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON February 16, 1925 IN BOOK S OF MAPS AT PAGES 38 AND 39.

APN: 269-52-038

Scanned by CamScanner

The Secretary of Interior's Rehabilitation Standards
Exhibit "B"

"Rehabilitation means the process of returning a property to a state of utility, through repair of alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

The following "Standards for Rehabilitation" shall be used by the Secretary of the Interior when determining if a rehabilitation project qualified as "certified rehabilitation" pursuant to the Tax Reform Act of 1976, the Revenue Act of 1978, and the Economic Recovery Tax Act of 1981. These standards are a section of the Secretary's "Standards for Historic Preservation Projects" and appear in Title 36 of the Code of Federal Regulations, Part 67 (formerly 36 CFR Part 1208)/

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.

2. The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations have no historical basis and which seek to create an earlier appearance shall be discouraged.

4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.

6. Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic; physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

8. Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to any project.

9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

GUIDELINES FOR APPLYING THE SECRETARY OF THE INTERIOR'S STANDARS FOR REHABILITIATION

The following guidelines are designed to help individual property owners formulate plans for the rehabilitation, preservation, and continued use of historic buildings consistent with the intent of the Secretary of the Interior's "Standards for Rehabilitation" types, sizes and materials. They apply to permanent and temporary construction on the exterior and interior of historic buildings as well as new attached or adjacent construction.

Techniques, treatments, and methods consistent with the Secretary's "Standards for Rehabilitation" are listed in the "recommended" column on the left. Not all recommendations listed under treatment will apply to each project proposal. Rehabilitation approaches, materials, and methods which may adversely affect a building's architectural historic qualities are listed in the "not recommended" column on the right. Every effort will be made to update and expand the guidelines as additional techniques and treatments become known.

Specific information and preservation technology may be obtained by writing to the Technical Preservation Services Division, National Park Service, U.S. Department of the Interior, Washington, D.C. 20240, or the appropriate State Historic Preservation Officer. Advice should also be sought from qualified professionals, skilled in the preservation, restoration, and rehabilitation of old buildings.

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Listings
Review Code | Reviewer | Date

 *Resource Name or #: (Assigned by recorder) Williams House

P1. Other Identifier: None.

*P2. Location: ☐ Not for Publication ☒ Unrestricted *a. County Santa Clara County
and (P2b and P2c or P2d. Attach a Location Map as necessary.)
*b. USGS 7.5' Quad San Jose West Date 1961 (photo revised 1980) T 7S; R1E; Mount Diablo B.M.
c. Address 584 Park Court City Santa Clara Zip 95050
d. UTM: (Give more than one for large and/or linear resources) Zone 10S; 5934442mE/ 4133252mN
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)
Assessor's Parcel Number: 269-52-038,
Easterly loop of Park Court.

*P3a Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The *ca.* 1926 Williams House, located in the Park Court subdivision, embodies through its form and detailing a well-executed, vernacular, Craftsman Bungalow design. The composition of form, materials, and detailing distinguishes this house among other properties within the neighborhood, although it shares a many features with other residences in the surrounding subdivision, as well as the surrounding area, known as Old Quad. Craftsman houses from this era, constructed locally from about 1907 to 1925-embody a local design response to the Arts-and-Crafts movement, as presented in such historic magazines as *Craftsman*, and were a reaction to the more ornate and extravagant styles of the Victorian era. Typical of a later version of the Craftsman style in Santa Clara, this originally one-story house (now two) has a horizontal, low mass with a full-width gabled roof and wide, recessed front porch.

(Continued on page 2, DPR523L)

*P3b. Resource Attributes: (List attributes and codes) HP2. Single family property

*P4 Resources Present: ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5b. Description of Photo: (View, date, accession #)

Front façade, viewed facing southwest, May 2014.

*P6. Date Constructed/Age & Sources:
☒ Historic ☐ Prehistoric ☐ Both

Ca. 1926, Sanborn maps and city directories. 88 years old.

*P7. Owner and Address:

Albert Au and Christine Tam
584 Park Court
Santa Clara, CA 95050

*P8. Recorded by: (Name, affiliation, and address)
Sarah Winder
1357 Newhall St.
San Jose CA 95126

*P9. Date Recorded: 6/4/2014

*P10. Survey Type: (Describe)
Intensive

*P11. Report Citation: (Cite survey report and other sources, or enter "none".)

None.

*Attachments: ☐ NONE ☒ Location Map ☐ Sketch Map ☒ Continuation Sheet ☒ Building, Structure and Object Record ☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling State Record ☐ Rock Art Record ☐ Artifact Record ☐ Photograph Record ☐ Other (List)

(Continued from page 1, DPR523a, P3a Description)

Its characteristic features include its rectangular footprint and moderately low pitched roof, knee braces, large tapered but squared wood porch posts, exposed rafter tails, and an early example of an integrated carport that extends from the front porch over the driveway. A "bungalow" is a particular form of house or building, and can exhibit a Craftsman style, and many of them did so. The term "bungalow" comes to us from the country of India, and by the turn-of-the-century, was being exhibited in residential architecture along the West Coast, reaching a peak between 1910 and 1930.

The property is located near a corner in the Park Court subdivision of Santa Clara. This historic neighborhood was subdivided and developed relatively quickly and consistently around 1925, creating a coherent neighborhood character. The area has maintained most of its original residential features, and the house is surrounded by much of its historic setting, including adjacent houses of similar age, scale, and design, surrounding properties of a similar scale and setbacks. The wider surrounding neighborhood, known as the Old Quad, is also compatible with the historic residential setting, including surrounding properties of a similar scale and setback, mature trees and other landscaping, and nearby houses of similar historic quality, scale and design. This area represents an eclectic mix of house styles and buildings types that date from the beginning of American California through the present day.

The immediate setting of the house includes a modest front yard that is lushly landscaped with shrubs, trees, and rocks. A concrete driveway with cutout leads back along the northerly elevation of the residence. The rear yard is mostly dirt, with a single large mature tree. This nominally east-facing house has a one-story, rectangular main mass. Entry is through a porch outset from the front elevation, which contains a central entry door flanked on either side by wood frame windows. The rear elevation was modified to include a second story addition sometime in the early 1950s, but it is clad in the same siding as the original residence, and features the same detailing in the eaves, bracing, and window trim. The house is raised above a partial basement, on what appears to be the original concrete foundation with some foundation vents.

The cladding on this wood-framed house consists of horizontal lap siding with a profile of alternating wide and narrow boards (also considered to be a version of drop siding or clapboard). This siding profile is somewhat rare, but can be found on houses built locally both before and after World War I. It is a later variant of the more common and more uniform lap board siding used on Craftsman houses beginning about 1910. The bottom of the cladding sits high above a stem-wall concrete footing. Both the front and the rear elevations, as well as the carport, feature wooden attic vents. As common for the period, the eaves are moderate in depth with exposed rafter tails, and beaded-board sheathing finishes the eave design. The roof is covered with modern composition shingles.

The front porch roof is accentuated, spanning more than half of the front elevation with its separate roofline. The front porch ceiling, which extends northward over the driveway is clad in bead board siding. The floor of the porch features a more modern stoneware pattern that was done in the recent past. The front porch, as well as the carport roof, is supported by large tapered but squared off wood posts that sit on brick pedestal foundations.

The front door appears to be original; it is solid wood featuring a recessed inset with six-panels. Original fenestration includes the majority, if not all of the windows at the original elevations along the sides and the front of the residence, featuring mainly double-hung wood windows, with a few six-lite accent windows located along both of the side elevations. The front door is flanked by a set of two and three of these double-hung windows. The rear elevation features a bank of four connected first story double hung windows with six-lite multi-pane sashes, and the second story features three of these same windows.

(Continued on next page)

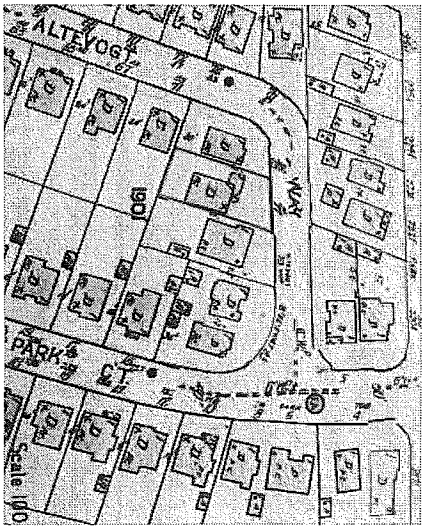
(Continued from previous page)
The north elevation along the driveway extends nearly the length of the parcel, thanks to the rear addition that extended the original residence, as well as a projecting addition that was done simultaneously and projects northward almost caddy-corner to the rest of the residence. A brick chimney is located adjacent to the carport along the driveway. An additional entrance allows access to the residence from the driveway was likely added at the time of the additions.

The integrated carport projecting northward over the driveway is a continuation of the front porch, and is unique within the subdivision. It also appears to be one of the earliest examples of a carport in the surrounding area, during a time period in which rear detached garages were the norm. The first automobile garages were typically retrofitted carriage houses or stables, as people relied less and less on horse-pulled buggies. As car sales increased in the 1920s, and so did garage building. Carports, open spaces under which to park a vehicle, reached their popularity in the 1960s.

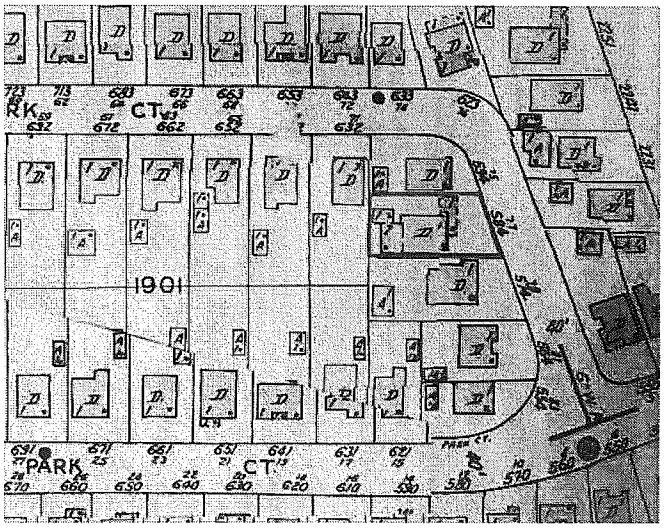
Sanborn Fire Insurance Maps, as well as the detailing, show that the carport is original to the house's design. The Sanborn Maps also date the two rear additions to sometime between 1951 and 1955, since building permits could not be located that far back.

Integrity and character-defining features:
The property retains its historical integrity over time as per the National Register's seven aspects of integrity. The house maintains its original location on Park Court in Santa Clara. The property is set within a historic residential setting, known as the Old Quad neighborhood of Santa Clara, including surrounding properties of a similar scale and adjacent houses of similar age, scale, setbacks, and related early design. The house retains its *ca.* 1926 residential scale and feeling and has continued to illustrate its associations with the design of Craftsman Bungalows in Santa Clara through its massing and detailing.

Permit History
According to City of Santa Clara building permit records for the subject property located at 584 Park Court, the house has undergone several updates over the last few decades. Modifications done prior to 2004 could not be located. In 2004, the property underwent permitting (SC BLD2004-01724) for a new roof, some minor interior modifications, as well as chimney repairs from the firebox up (SC BLD2004-02388).



1932 Sanborn Fire Insurance Map.



1962 Sanborn Fire Insurance Map.

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
LOCATION MAP

Primary #
HRI #
Trinomial

*Resource Name or # (Assigned by recorder) Williams House

*Map Name: USGS San Jose West *Scale: n.t.s. *Date of Map: 1961 (photo revised 1980)

* Required information

*NRHP Status Code 5S

*Resource Name or # (Assigned by recorder) Williams House

B1. Historic Name: 77 Park Court
B2. Common Name: None
B3. Original use: Single family residential B4. Present Use: Single family residential
*B5. Architectural Style: Craftsman Bungalow
*B6. Construction History: (Construction date, alterations, and date of alterations)

Initial construction *ca.* 1926. For permit history, see DPR523L page 3.

*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: n/a Original Location: n/a
*B8. Related Features:

None.

B9a Architect: Unknown b. Builder: Unknown
*B10. Significance: Theme Architecture and Shelter Area Santa Clara Old Quad
Period of Significance 1926 Property Type Residential Applicable Criteria None
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The current residence at 584 Park Ct. was constructed sometime around 1926, based upon the visual characteristics of the house as it exists today, and city directories. According to the 1866 Plat Map of the Township of Santa Clara, the subject property now known as 584 Park Ct. was located on the outskirts of what were then the city limits. Today, the area as platted in 1866 is known as Santa Clara's "Old Quad", containing a mix of building types and construction dates. Old Quad is defined as that area southerly of Lewis Street, easterly of Scott Boulevard, Northerly of Newhall Street and westerly of the CalTrain railroad tracks.

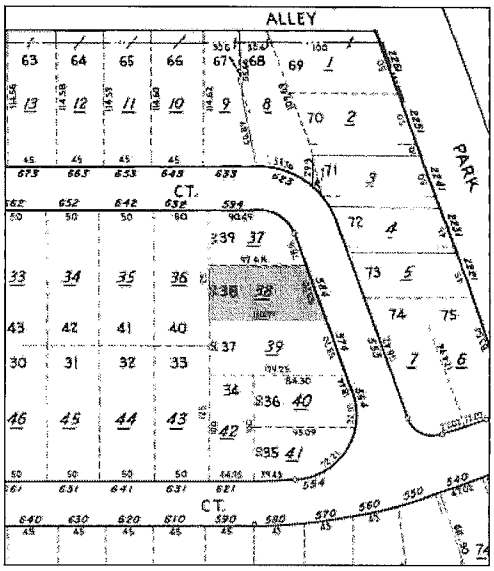
The secularization of Mission Santa Clara took place on December 27, 1836. In 1844, James Alexander Forbes was granted *Rancho El Potrero de Santa Clara*, which was patented to John Stockton in 1861. Juan Chrisóstomo Galindo, Forbes' father-in-law, also filed claim to a large section of lands previously owned by Mission Santa Clara that extended southwesterly to present day Campbell. The northeasterly boundary of this claim included the subject parcel. The United States Land Commission denied this claim in 1857. By the late 1860s, an area of about 140 acres of Galindo's failed claim was owned by John G. Bray.

(Continued on next page, DPR523L)

B11. Additional Resource Attributes: (List attributes and codes) None

*B12. References:

(See page 9, DPR523L Continuation Sheet)



B13. Remarks: Proposed Mills Act contract

*B14. Evaluator: Sarah Winder

*Date of Evaluation: 6/4/2014

(This space reserved for official comments.)

(Continued from previous page, DPR523b, B10 Significance)

Bray, born in 1814, was a merchant from New Jersey who had come overland to California in 1849. Bray went into the commission business in San Francisco when he arrived west, sending for his family in 1851. His family arrived via the Isthmus of Panama. The Bray family settled in San José in 1852, later moving to Santa Clara, building a home off present day Scott Blvd and the El Camino. Bray was active acquiring land in Santa Clara, and involved himself in the business affairs of both Santa Clara and San José. He died in 1871 in Santa Clara, leaving his wife and seven children as his heirs.

The large acreage located to the southwest of Santa Clara was known as part of the John G. Bray Estate, and was subdivided in May of 1886 into twelve parcels (Santa Clara County Recorder's Office Maps Book B: 34). One of Bray's children subsequently owned lot 9 of the subdivision, which contained the subject parcel, until sometime after 1914, according to Santa Clara County maps. It then appears that this parcel passed from one of the Bray heirs, to R. D. Shimer, and it remained undeveloped who then sold it to Walter and Katherine Altevogt. Under the Altevogt's ownership, the subject property and surrounding 13!35 acres was subdivided in 1925 as Park Court Subdivision (SCC OR Maps Book S: 38-39, recorded February 16, 1925).

The subject property was constructed on Lot 38 of Park Court (on what was for brief time known as Altevogt Way). Park Court, which consisted of 75 lots of roughly equal size and depth, extended west between Park Avenue (known at the time as Union Avenue) and Alviso Street, and south between Cypress and Newhall Streets. The house on this property appears to have been constructed within about a year of the creation of the subdivision, first appearing in the 1928 city directories. San Jose residents Walter and Katherine Altevogt were involved in the creation of several subdivisions in the San Jose area, including part of Burrell Park (located near Park Avenue and Hedding Street in San Jose), and the Alameda Villa Tract.

Walter Altevogt was born in Rotterdam, Holland, in 1886. He immigrated to the United States by way of Canada in 1910. He married Katherine M. Dinsmore on June 4, 1924, in San Jose. In the early 1920s, Walter worked as a carpenter/contractor. It appears that following his marriage to Katherine, Walter began to purchase large portions of land throughout the area for the purpose of subdividing and building homes. Together, the couple was responsible for the creation of several subdivisions in the immediate area, although Walter was indicted on several counts of fraud, corruption and extortion in the late 1920s, during which time Walter and Katherine divorced, all of which was followed by the local newspapers. The majority of the Park Court subdivision (with the exception of Lots 13, 71, and 72) was sold to J. R. Phelps (SCC OR 205: 416-420, recorded December 23, 1925).

John Roy Phelps was a local real estate and insurance salesman. His offices, Barnett & Phelps Real Estate Agency, were located on The Alameda, in San Jose. Phelps' loan for Lot 38 of the subdivision (which belonged to the California Mutual Building and Loan Association) was paid off in February of 1926, after which the property was sold to a Thomas L. Kennon, who held it for a brief time before it was transferred back to the Phelps. Due to the rapid succession and transfers of ownership of the subject property, it is not known who precisely constructed the extant residence, although it can be assumed it was built *ca.* 1926, along with the rest of the subdivision.

The property known as Lot 38 remained under ownership of the developer until the early 1930s, although it was occupied shortly after construction by William M. Williams, and his wife, Nancy. William Williams was born in Missouri in 1865. He married Nancy Josephine Clark in November of 1899 in Chicago, Illinois. William worked for many years as dentist, before he retired and moved to Montana to engage in ranching shortly after the turn-of-the-century. William and Nancy remained in Montana for several years, together with their daughter, Virginia, who was born in Montana in 1910. By 1920, Nancy and Virginia were residing in Seattle, Washington, with Nancy's sister, and William's exact whereabouts are unknown.

(Continued on next page)

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By the late 1920s, William Williams was working in the real estate industry in San Jose and the surrounding areas. William and Nancy are first listed at the subject property in 1928, and the 1930 Census states that they were renting the property. According to city directories, the couple continued to rent the property until 1934, when they assumed ownership of what was then known as 77 Park Court. The couple continued to reside here until 1937.

In 1938, Alfred W. and Lila Moore purchased the subject property from the Williams. Alfred, who held several jobs during their residence, including stove inspector for an appliance manufacturer, and Lila, a hostess for a local hotel, owned 77 Park Court until 1943. In 1944, the property was purchased by the Cippola family.

Remo Cippola, his wife Lorraine, and their five children owned and resided at the subject property for the next ten years. Remo worked his way up from being an agent for the Internal Revenue Service (IRS) to being the Division Chief for the area during this time. Due to the larger size of their family, the Cippola's expanded the residence, adding on a two story addition to the rear of the parcel sometime in the early 1950s.

The property was purchased by John R. Brashear, and his wife Carolyn, in 1955. John, a real estate broker with offices located nearby at 299 Park Ave. The couple occupied the property for less than two years, during which time it was renumbered, from 77 Park Ct. to 584 Park Ct. In 1957, Allen L. Cosby and his Margaret purchased the home. Allen Cosby was employed as a utility worker for the City of San Jose. The Cosby family, who were new arrivals to the Santa Clara Valley in the late 1930s from Michigan, continued to occupy the property into the 1960s.

The current owners purchased the subject property in 2011.

EVALUATION

The City of Santa Clara's online Smart Permit System identifies this property as "Historically Significant." Such a property should appear on the City's list of Architecturally or Historically Significant Properties, otherwise known as Historic Preservation and Resource Inventory (see Appendix 8.9 of the 2010-2035 General Plan); this property however, is not currently listed on that inventory. The property known as 584 Park Ct. is not listed on the California Directory of Properties in the Historic Property Data File; however, the Park Court Subdivision is currently listed on the California Directory of Properties in the Historic Property Data File with a rating of 5S (individual property that is listed or eligible for local listing). The property was not found on any other State or local inventory or list. It is located within the City of Santa Clara in a neighborhood now known as Old Quad.

The List of Designated Architecturally and/or Historically Significant Properties is based on the 1981 City of Santa Clara Historic Survey, and has been updated to note those sites which have been rezoned to a Historic combining district designation, as well as to reflect the deletion of those structures which have been demolished, and the addition of properties that have been revitalized and saved. Most of the properties identified as significant on the List are located in the Old Quad. It is recognized that significant changes to any one site within the Old Quad may have an impact on the historic character of this important area of Santa Clara. On an ongoing basis, the Historical and Landmarks Commission evaluates this List for possible updates. Therefore, properties not currently included in this List but in close proximity to sites located in the Old Quad may also be subject to review by the Historical and Landmarks Commission for consistency with the historic character and neighborhood integrity of surrounding properties, prior to granting discretionary approvals for expansion, reconstruction or replacement. Specific areas of the Old Quad appropriate for referral to the Historical and Landmarks Commission are determined by the City Council.

(Continued on next page)

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The development of the subject property occurred during the Interwar Period of growth Santa Clara and the rest of the Valley began experiencing between the World Wars. Orchards gave way to subdivisions, and the canning industry began to give way to technology-based companies. Today, the extant building on the property represents a period of growth in Santa Clara during the early part of the twentieth century, a development pattern that has continued into the recent past as older vacant properties within the original city have been developed, or older houses demolished and new single, multi-family buildings, or commercial/industrial/institutional buildings constructed. The Old Quad is noted in the Santa Clara General Plan as containing most residential architectural styles of the late nineteenth and early twentieth centuries: Neoclassical, Greek Revival, Gothic Revival, Italianate, Stick, Queen Anne, Colonial Revival, Spanish Colonial Revival, Mission Revival, Bungalow, and Craftsman. The significance of the area, however, rests in the concept of Old Quad as a neighborhood. Old Quad is today a strong visual reminder of the self-contained community formally laid out in a grid pattern in 1866 (based on an initial survey of 1847), in contrast to the modern tract and commercial development of most of the Santa Clara Valley and other parts of the City of Santa Clara following World War II.

The Criteria for Local Significance were adopted on April 20, 2004, by the City of Santa Clara City Council. A qualified historic resource is defined as: any building, site, or property in the City that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archeological significance is potentially eligible. The City's historic preservation policies recognize older buildings for their historical and architectural significance as well as their contributions to the identity, diversity, and economic welfare of communities. The historic buildings of Santa Clara highlight the City's unique heritage and enable residents to better understand its identity through these links with the past. The property at 584 Park Ct. was found to meet the following criteria:

Criterion for Historical or Cultural Significance:

1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation.

In considering the significance of the property based on the City of Santa Clara's Criterion for Historical or Cultural Significance, the property was found to have individual character and interest that reflects the heritage and cultural development of the city. It is neither associated with a historical event, important individual or group or other activity, but does have a direct association with broad patterns of local area history. The site was also considered for original native trees, topographical features, or outbuildings, but none were found.

Criterion for Architectural Significance:

4. The property has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance.

Under the City of Santa Clara's Criterion for Architectural Significance, the house characterizes an architectural style associated with a particular era. It is architecturally unique in the current neighborhood setting, and has visual symbolic meaning and appeal to the community as representative of the early town. Because the property does meet the Criterion for Architectural Significance and is associated with a particular historic era, it would appear that the property has local significance under current City policies.

The historic house on this property is representative of early twentieth century Craftsman Bungalow residential architecture. The building's rectangular footprint, gabled roof, simple form, and modest detailing are recognizable from this early period. In its original condition, the house would be considered a good example of a 1920s era residence. However, the building was modified during the mid-twentieth century, in the form of a second story addition on the back of the house. This modification has not destroyed the ability of the house to convey its early character, but the loss of integrity impacts its ability to be listed on the California or National Register based on its architecture.
(Continued on next page)

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Criterion for Geographic Significance

1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

The majority of the surrounding residences on the court where this house is located maintain their original location and integrity from the time of their construction, in the early twentieth century. Built around 1926, the subject property at 584 Park Ct. maintains its compatibility with the neighboring properties due to the fact that no changes, both to the front of the residence and the lot configuration, have taken place since its construction. As a whole, the surrounding streetscape, and the subject property maintain their integrity as a good example of an early twentieth century neighborhood in the City of Santa Clara. The Park Court Subdivision is known to the City of Santa Clara to be the only intact subdivision from the 1920s and 1930s remaining today in Santa Clara, featuring homes styled as bungalows, including Craftsman, Colonial Revival, and Cape Cod, creating a unique neighborhood of like size, scale and lot sizes.

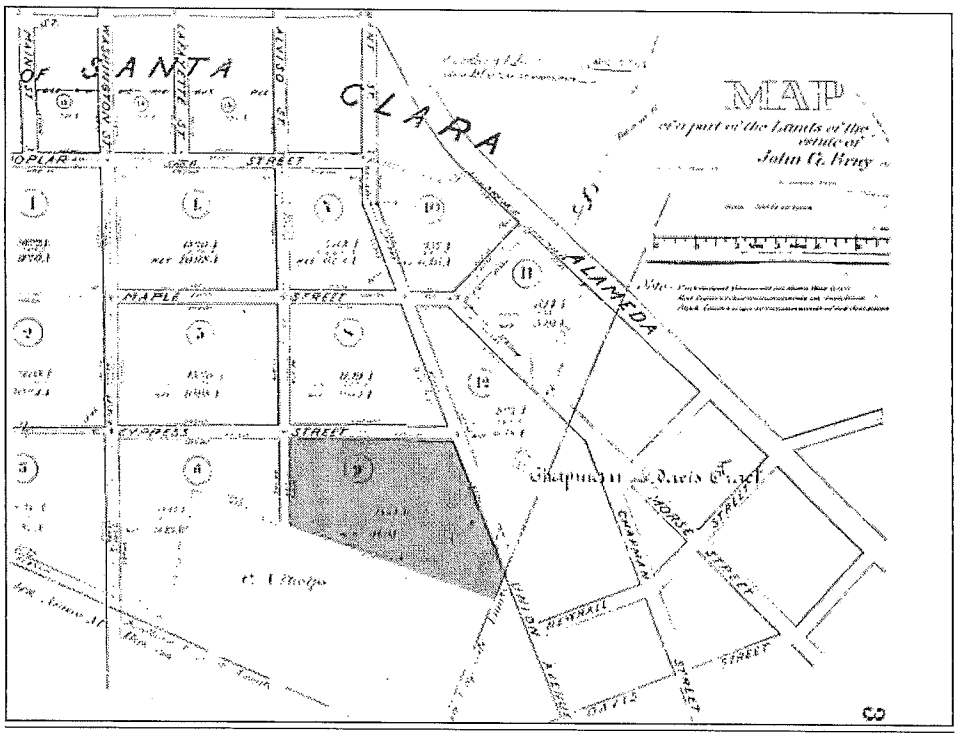
The Williams House is representative of early twentieth century patterns of development within the historic Old Quad neighborhood. The Old Quad has lost many of its original historic buildings, although many residential properties remain. Historic residential properties in Old Quad such as the house at 584 Park Ct. contribute to the historic setting and an understanding of the early pattern of development. Most of these properties however would not be considered to be the primary resources in helping establish the significance of a historic district if it were to be established, or are associated with significant events, under Criterion A of the National Register of Historic Places, or Criterion (1) of the California Register of Historic Resources. Within the Criterion for Geographic Significance under the Criteria for Local Significance adopted by the Santa Clara City Council, the property would not individually meet the eligibility requirements for a Qualified Historic Resource.

The Williams family was initially associated with this property beginning shortly after it was constructed by the owner of the subdivision, and continued to occupy the property until 1937. Various other families then occupied the property through the 1960s. All of the residents/owners were considered for historical significance, and none found to have contributed to the historic development of Santa Clara in an important way. The property would therefore not appear to be eligible for the National or California Registers based on personages under National Register Criterion B or California Register Criterion (2).

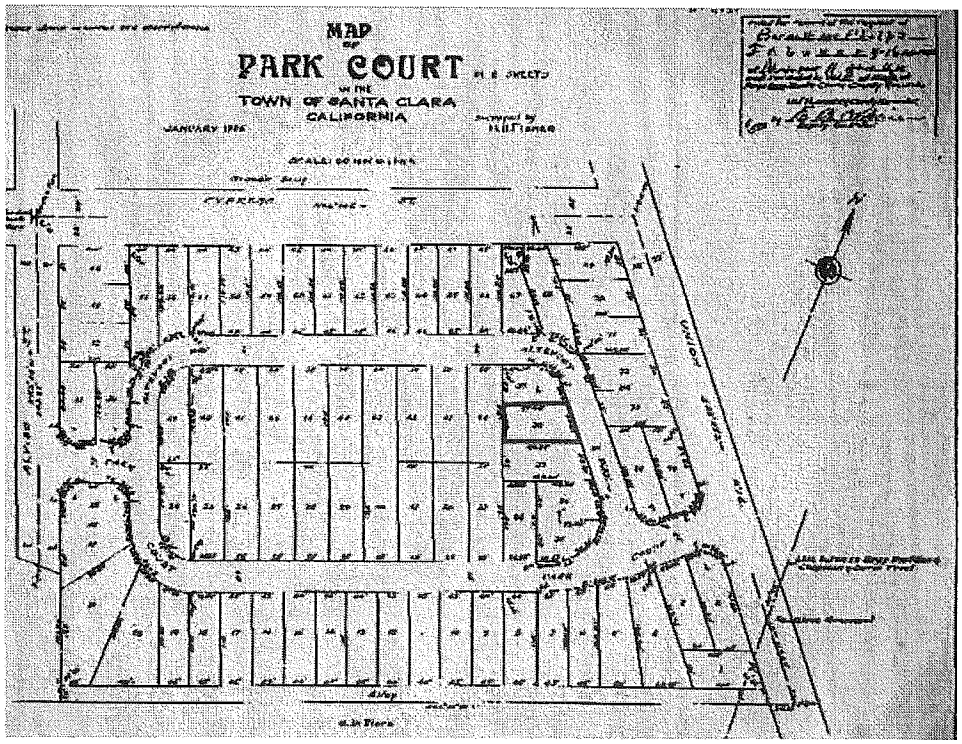
The purpose of a Mills Act contract is to offer owner(s) of historically significant properties an economic incentive to maintain and preserve the historic physical integrity of their properties, which thereby also increases the aesthetic and economic health of the surrounding neighborhood and the City.

(Continued from page 5, DPR523a, B12 References)

City of Santa Clara Building Permits.
Garcia, L. "Santa Clara: From Mission to Municipality", Santa Clara University Department of Anthropology and Sociology Research Manuscript Series No. 8, 1997.
Garcia, Lorie, George Giacomini, and Geoffrey Goodfellow. *A Place of Promise: The City of Santa Clara 1852-2002*. Santa Clara, 2002.
Polk Santa Clara County Directories, 1870-1979.
Sanborn Fire Insurance Maps. 1915, 1932, 1939, 1950, 1951, 1955, 1962, and 1968.
Santa Clara County Recorded Maps and Deeds.
U. S. Federal Census, 1860-1940.
"Dr. Williams, Retired S. J. Dentist, Dies", *San Jose Mercury News*, 9 November 1953.
Lancaster, C. *The American Bungalow, 1880-1930*. New York: Abbeville Press, 1985.
Baeck, William. "Park Court Subdivision in Santa Clara Has Been Roaring Since the 20s," www.examiner.com, 23 November 2010.

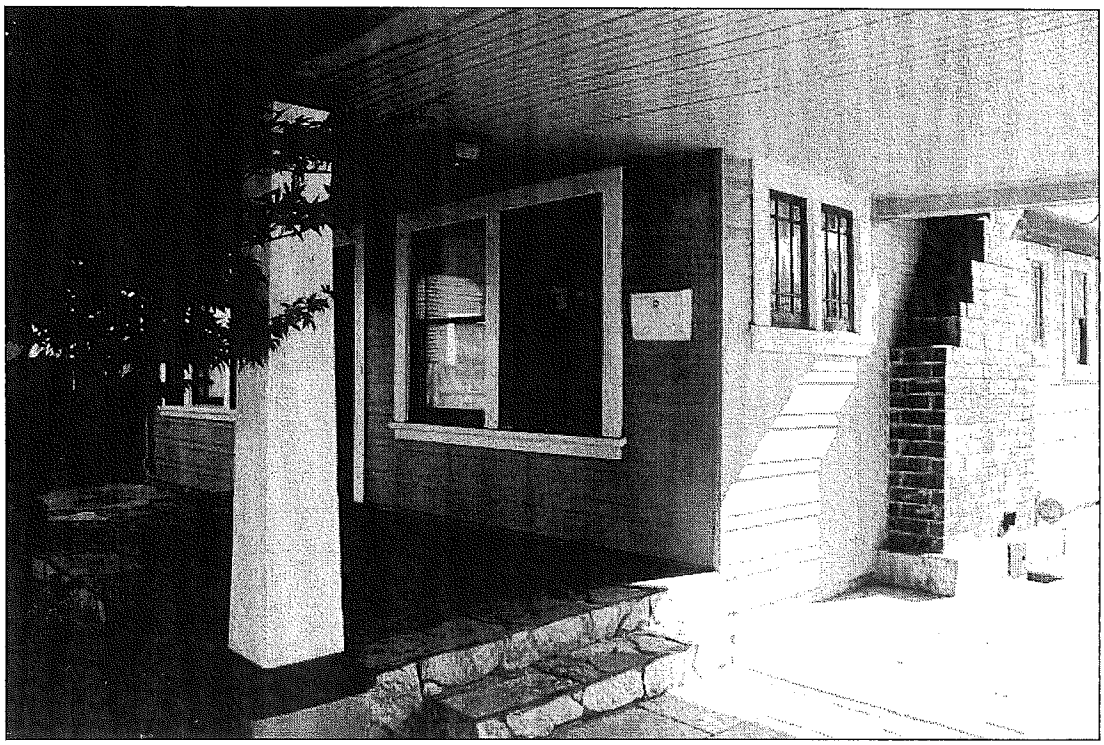


Subdivision Map of Lands of the Estate of John G. Bray, 1886. Subject property was a part of Lot 9, as marked.



Subdivision Map of Park Court, 1925. Subject property is Lot 38, as marked.

View of front porch from Park Court, viewed facing west.



Detailed view of front porch post, windows, and ceiling.

RECEIVED
NOV 13 2014
PLANNING DIVISION

1357 Newhall St.
San José CA 95126
303.489.2006 cell

November 7, 2014

Albert Au and Christine Lam
584 Park Ct.
Santa Clara, CA 95050

Re: Mills Act nomination for 584 Park Ct. (APN 269-52-038)

Dear Albert and Christine:

The subject property located at 584 Park Ct., in Santa Clara, is currently undergoing a request for Historic Designation and a Mills Act Contract with the City of Santa Clara. The historic survey found that the subject property's location within Santa Clara's Old Quad, as well as within the Park Court Subdivision (a recognized historic neighborhood), in addition to the architectural integrity of the residence contributed to the findings that 584 Park Ct. is in compliance with the Local Significance Criteria. As such, it is eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

In regards to the "10 Year Plan" for the subject property, as stated in the DPR523 series form, dated June 4, 2014, the front porch is a character-defining feature of the subject property, and is described within as follows:

The front porch roof is accentuated, spanning more than half of the front elevation with its separate roofline. The front porch ceiling, which extends northward over the driveway is clad in bead board siding. The floor of the porch features a more modern stoneware pattern that was done in the recent past. The front porch, as well as the carport roof, is supported by large tapered but squared off wood posts that sit on brick pedestal foundations.

The current porch floor is covered by a more modern flagstone (date unknown, no building permits could be located). It is highly likely that the original porch floor was a 1x wooden tongue and groove pattern decking, as was typical for the *ca.* 1926 build date of the residence. The removal of the more modern flagstone, and a restoration or reconstruction of the wooden porch floor would not be detrimental to the integrity of the residence, but would rather enhance the overall historic character of the residence.

Sincerely,

Sarah Winder, Historian
sarah.winder@archistory.com
303.489.2006

10-Year Restoration Maintenance Plan

RECEIVED
NOV 13 2014
PLANNING DIVISION

Albert & Christine Au
584 Park Court
Santa Clara, CA 95050

Dear Planning Staff and Historic & Landmark Commissioners,

The following is our proposed 10-year plan for the restorations and maintenance of our historic home at 584 Park Court. All items to meet the Secretary of Interiors standards for the Treatment of Historic Properties:

Years 1-3:
Foundation: Replace failing brick foundation with new concrete perimeter foundations, interior concrete girder pads, and re-level floors. The final finish floor height will be set to match the highest point of the existing finish floor. Note that the existing finish floor is higher in the middle of the house by approximately three inches because the perimeter of the house has settled over the years due to poor rainwater and irrigation management around the structure. When the house is re-leveled, there may be up to 3 inches more of visible concrete foundation as compared to the existing brick foundation (which has settled), but the overall height of the structure is to remain unchanged and no additional siding or trim will be added to the base of the structure.

Years 4-5:
Entry Porch Deck: Remove existing modern flagstone paving at the existing covered entry porch. Once the flagstone paving is removed, the condition of existing 1x tonge and groove fir wood decking material and framing members can be verified and then replaced with similar material as required. The existing column base trim is made of modern foam stucco moulding and will be replaced with wood trim with detailing based on similar era homes in the neighborhood. The entry porch roof, columns and brick pedestals to remain unchanged.

Years 6-7:
Plumbing / Electrical: Replace all existing deteriorating galvanized plumbing pipe with copper pipe; replace all existing deteriorating cast-iron sewer pipe with ABS pipe; replace all existing knob and tube electrical wiring with new wiring.

Years 8-9:
Window Restoration: Restore / Repair existing historic wood window sashes. Most of the upper sashes of the vintage double-hung windows are painted shut and inoperable so they will be restored to working order by cutting the paint. Any minor dry rot areas on the window sashes shall be repaired with epoxy filler and repainted to match. Where elements of the existing window sashes have excessive rot (stiles or rails) they shall be replaced with salvaged or custom milled wood to match. Pulley ropes, where broken, will be replaced with cotton pulley rope. Glazing putty, where cracked, shall be replaced and the window sash shall be painted to match existing.

Year 10:

Window Replacement: Replace (3) existing aluminum slider windows at Bedroom 4 with modern wood windows to closely match the existing historic windows. Due to the horizontal nature of the existing windows, the new windows will be either awning or double casement windows. All new wood window trim and sloped wood sill extensions shall match existing windows.

We are excited about restoring and rehabilitating our wonderful historic home so that it can be preserved and enjoyed for many years.

Sincerely,

Albert & Christine Au

Statement of Justification

In 2011, my wife and I were looking to purchase our first home together. Our house hunting adventure at the time, spanned many months, and across various cities throughout the Bay Area. Nothing caught our eye until we came across 584 Park Ct. Being first time home buyers, we had heard of the "location is everything" adage, but didn't truly understand it until we found our home. The moment we got out of the car to see the house and walk around the neighborhood, we knew that we had to be in the Old Quad of Santa Clara. Despite the older condition of the home and the number of renovations that we saw needed to be done, we went ahead and purchased our dream home because we loved the character and charm of the Craftsman Bungalow style.

We are now ready to complete our dream by starting the necessary renovation process to preserve the historical elements and bring the house back to its former glory. We realize that this restoration effort will take substantial time and financial commitment and investment. The property tax relief provided by the Mills Act will go a long way in helping us accomplish this. We truly appreciate your help and consideration in our application for the Mills Act contract.

Albert Au

Historical & Landmarks Commission Staff Report – December 4, 2014

Agenda Item # 8.B.

File:	**PLN2014-10666**
Location:	584 Park Court, a 5,091 square foot parcel (APN: 269-52-038). Property is zoned R1-6L (Single-Family Residential)
Applicant:	Rob Mayer
Owner:	Albert Au
Request:	**Historic Designation** of a single-family residential home; **Mills Act Contract Approval and Architectural Review** to allow construction of an 87 square foot ground floor rear addition, various interior and exterior alterations, and the demolition of an existing storage shed, on a property located within 100 feet of a historic resource
CEQA Determination:	Categorically Exempt per Section 15331 of the CEQA Guidelines, Historical Resource Restoration/Rehabilitation
Planner:	Gregory Qwan, Planning Intern
Recommendation:	**Recommend Approval**

PROJECT DESCRIPTION

The owner is requesting that the structure at 584 Park Court be reviewed for its historical significance and be added to the City's inventory of Architecturally or Historically Significant Properties to allow approval of a Historic Property Preservation Agreement (Mills Act Contract). Included in this request is the demolition of a 270 square foot attached storage shed, an 87 square foot ground floor rear addition, and reconfiguration of interior living space. The property is located within 100 feet of two listed historical resources (574, 631 Park Court).

ANALYSIS

The proposal includes removal of an attached storage shed, which according to Sanborn Maps was added sometime in the 1950's. The rear addition, 87 square feet, would be located on the northwest corner of the house. The new building area would accommodate a master bath, walk-in closet, and water heater closet. A wooden door and aluminum windows on the south elevation would be removed and replaced with a wooden double-hung window, taken from the attached storage shed. Replacement wood siding will be painted to match the existing siding.

Attached is a proposed 10-year Plan for preservation and restoration efforts which includes foundation repair and restoration of the front porch and windows. Also attached is the owner's statement of justification for the Mills Act Historical Property designation.

The Historic Survey and Evaluation Report (DPR 523), dated June 4, 2014, prepared by Historian, Sarah Winder, is attached. The single family house was originally constructed circa 1926, with a second floor added on sometime in the 1950's. The house is designed in the Craftsman Bungalow architectural style.

The DPR report found that the subject property's location within Santa Clara's Old Quad, as well as within the Park Court Subdivision, in addition to the architectural integrity of the residence contribute to the finding that 584 Park Court is, based on the Local Significance Criteria, eligible for listing on the City's Architecturally or Historically Significant Properties List.

STAFF FINDINGS AND RECOMMENDATIONS

The proposed project is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, in that the proposed project will have no significant effect on character defining features or primary elevations of the original structure. The proposal does not impact adjacent and nearby resources.

Based upon the analysis and findings of the historical evaluation and the proposed 10-year restoration and maintenance plan, staff recommends the Commission forward a recommendation of approval to City Council, for listing of the subject property on the City's Architecturally or Historically Significant Properties List and approval of a Mills Act Contract for the property located at 584 Park Court.

DOCUMENTS RELATED TO THIS REPORT:

1) Statement of Justification
2) 10-Year Restoration Maintenance Plan
3) Historic Resources Inventory Form (DPR – 574 Park Ct.)
4) Historic Resources Inventory Form (DPR – 584 Park Ct.)
5) Addendum to Historic Resources Inventory Form (DPR – 584 Park Ct.)
6) Historic Resources Inventory Form (DPR – 631 Park Ct.)
7) Park Court Subdivision Description by Lorie Garcia
8) Development Plans

Historical & Landmarks Commission Excerpt of Minutes, December 4, 2014

8.C.	File No.(s):	**PLN2014-10666**
	Location:	584 Park Court, a 5,091 square foot parcel (APN: 269-52-038); Project site is zoned R1-6L (Single Family Residential)
	Applicant/Owner:	Rob Mayer / Albert Au
	Request:	**Historic Designation** of a single-family residential home; **approval of a Mills Act Contract and Design Review** to construct an 87 square foot rear addition, includes interior and exterior alterations and the demolition of the existing storage shed
	CEQA Determination:	Categorically Exempt per CEQA Section 15331, Historical Resource Rehabilitation
	Project Planner:	Gregory Qwan, Planning Intern
	Staff Recommendation:	Recommend approval, subject to conditions

Notice: The notice of public meeting for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet.

Discussion: Mr. Lacey introduced the project to the Commission. The applicant spoke in favor of the project and detailed the proposed scope of work, and requested that the property be added onto the City's List of Architecturally or Historically Significant Properties. There were no public speakers.

The Commission discussed the proposal and noted its unanimous support for the property to be added onto the City's list of Architecturally or Historically Significant Properties and enter into a Mills Act contract.

Motion/Action: Motion was made by Mahan, seconded by Luckinbill to recommend that the City Council add the property to the City's list of Architectural or Historically Significant Properties (7-0-0-0).

Motion/Action: Motion was made by Mahan, seconded by Luckinbill to recommend that the City Council accept a Mills Act agreement for the property (7-0-0-0).

Meeting Date: 2.24.15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B7

Santa Clara All-America City 2001

Date: February 18, 2015

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of an Agreement for the Performance of Services with SPX Transformer Solutions, Inc. for the Maintenance and Repair of Substation Transformers

EXECUTIVE SUMMARY:

Power transformers are the most critical, expensive and have the longest lead time for replacement in the event of a failure of any of the City's substation equipment. Due to aging electric substation transformers and the specialized expertise and equipment required to perform major transformer maintenance and repairs, in 2010, the City of Santa Clara's Electric Department, Silicon Valley Power (SVP), entered into an Agreement for the Performance of Services with SXP Transformer Solutions, Inc. (SPX) to provide maintenance and repair to Electric Transformers. SPX has been very responsive during the term of the previous agreement, has the knowledge of SVP's equipment. In addition, several of the current transformers in the substations are covered by a warranty provided by SPX and will need to be maintained by SPX in order not to void the warranty. For these reasons, staff recommends entering into a new Agreement with SPX for these maintenance and emergency activities to insure the reliability of SVP's transmission system. A copy of the Agreement for the Performance of Services with SPX Transformer Solutions can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

By entering into this agreement, the City will gain the use of experts and manpower in the field of transformer assessment, maintenance and repair to assist SVP in maintaining our equipment.

ECONOMIC/FISCAL IMPACT:

The total cost of the Agreement for the Performance of Services with SXP Transformer Solutions, Inc. will not exceed $150,000.00 per year subject to future budget appropriations, or a total of $450,000.00 over the three year term. Sufficient funds are available in the Electric Department Substation Capital Improvements Budget, account 591-1372-80300-2008-[A]00042-[F]36200

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, the Agreement for the Performance of Services with SPX Transformer Solutions, Inc., in an amount not to exceed $150,000.00 per year, (with a total not to exceed $450,000.00 over the term of the Agreement) for the maintenance and repair of substation transformers.

for John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds: OK.LF
591-1372-80300-2008 $150,000.00

for Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:

for Julio J. Fuentes, City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) ***Agreement for the Performance of Services with SXP Transformer Solutions, Inc.***

EBIX Insurance No. S200000431

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND SPX TRANSFORMER SOLUTIONS, 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 SPX Transformer Solutions, Inc., a Wisconsin corporation, with its principal place of business located at 2701 US Highway 117 S Goldsboro, NC 27530 ("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 three (3) years from Effective Date.

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. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

(a) For a period of one (1) year from the date of performance of services or delivery of goods under the order accepted by Contractor, Contractor warrants, to the original purchaser, the services performed by or on behalf of Contractor to be free from defects in workmanship and the goods manufactured by Contractor to be free from defects in title, material, and workmanship. (b) If within such period it shall be proven to Contractor's reasonable satisfaction that any services or goods are defective, then such services shall be corrected and, at Contractor's option, such goods repaired or replaced or substitute goods obtained. City shall bear the costs of any removal, decontamination, and reinstallation of the goods and adjacent structures, equipment, and other obstructions not directly included in the warrantable goods. Contractor's obligation is conditioned upon Contractor's receipt of written notice of any alleged nonconformity or defect within 10 days after its discovery and, with respect to goods, at Contractor's option, return of such goods to Contractor's factory, with all freight and insurance to and from the repair facility to be at City's expense. With respect to goods not manufactured by Contractor, Contractor makes no warranty other than good title and agrees to transfer to City the original manufacturer's warranty, which shall provide the exclusive remedy for any defect. (c) The foregoing warranties state Contractor's entire warranty and City's sole and exclusive remedy related to the Work. EXCEPT AS EXPRESSLY SET FORTH ABOVE, CONTRACTOR MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (d) This warranty shall not apply to any loss or damage resulting from: (i) normal wear and tear; (ii) alteration, neglect, misuse, abuse, or improper installation, operation, maintenance, or storage by City or a third party; (iii) accident, fire, flood, or acts of God; or (iv) inaccurate or incomplete information or data supplied or approved by City. City shall defend and indemnify Contractor for any loss or damage of Contractor arising out of clauses (i) through (iv) above and any breach by City of its covenants and obligations under these Terms.

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 to the extent such damages are caused by Contractor's negligent performance of any of the Services furnished under this Agreement, subject to Article 22 below.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of date 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 along with Contractor's demobilization and related expenses.

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 specific to the Services 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.

Subject to Article 7 above, 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, and agents from and against any third party 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 to the extent arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to 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: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:
SPX Transformer Solutions, Inc.
2701 US Highway 117 S
Goldsboro, NC 27530
or by facsimile at (919) 581-1675

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

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

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

31. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

34. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

35. LIMITATION OF LIABILITY.

Contractor shall in no event be liable for any indirect, special or consequential damages whatsoever, under any theory of relief, including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to Contractor's acts or omissions. Under no circumstances shall Contractor's liability to the City exceed the contract price for the specific goods and services upon which the claim is based. Any action for breach of contract or otherwise must be commenced within one year after the cause of action has accrued.

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"

SPX TRANSFORMER SOLUTIONS, INC
a Wisconsin corporation

By: TROY KABRICH
Title: General Manager, Service Division
Address: 2701 US Highway 117 S
Goldsboro, NC 27530
Telephone: (919) 580-3212
Fax: (919) 581-1675

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SPX TRANSFORMER SOLUTIONS, INC

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are to be provided to the City's satisfaction and by the time and budget as specified by the City. All materials, costs and expenses shall be included by Contractor within budgeted amount as pre-approved by City.

1. **Scope of Work**

   SPX Transformer Solutions, Inc., is pleased to offer crews and equipment to be available for a long-term service contract to provide power transformer related services on an as required basis. These services could include but are not limited to the following:

- Transformer Assembly
- Oil Processing
  - Vacuum Filling
  - Oil Dehumidification
  - Oil Degasification
  - Oil Reclamation
- Field Testing
  - Insulation Resistance (Megger)
  - Doble Power Factor Testing
  - Winding Excitation
  - Winding Resistance
  - Current Transformer Ratio, Saturation, and Polarity Test
  - Frequency Response Analysis

- Gauge calibration and alarm checks

- LTC Services
  - Inspection, Corrective Maintenance, and Repairs for
    - Reinhausem RMVII
    - Federal Pacific TC 25, 56, 525, 546
    - Allis Chalmers TLH21
    - GE LRT-65, LRT-72, LRT-82, and LRT-200
    - Westinghouse UTT, URT, URS, UVT
  - Corrective Maintenance
    - Contact Replacement
    - Barrier Board Repairs
    - Upgrades
    - Replacements/Retrofit
  - Note SPX does not have qualified personnel for overhaul of "in-tank" LTCs such as the Reinhausen Type M or ABB Type UC, UG, however, we will subcontract capable contractors to handle these inspection as part of any service project if required.

- Maintenance Services
  - Leak Repair
  - Component Replacement
    - Bushings
    - Instrumentation
    - Cooling Equipment
  - Inspections
  - Condition Assessments
  - Failure Analysis

2. **Performance**

Service technicians based in central California would perform the majority of these services. The majority of our oil processing equipment will be dispatched form Fresno, CA

Schedule of service crews and personnel is subject to prior sale

3. **Schedule of Pricing**

For the period of 3 years, SPX will provide these services on an as required basis based upon the following discount schedule.

1. For Service Rates, Silicon Valley Power would have a .85 multiplier against the published rates. No discount would apply to outside material and mileage rates.

2. For equipment rental, Silicon Valley Power would not be charged for us of test equipment detailed in items 1-18 on the rate sheet. Applicable rental charges would apply to remaining equipment.

3. For analytical services, Silicon Valley Power would have a .9 multiplier against the published rates under this contract.

4. For a known work scope, equipment, and outage dates, Waukesha Electric Systems will provide from price or not to exceed pricing for the transformer at the request for Silicon Valley Power.

Discount multiplier and rates would be valid for year one. Rate sheets are subject to change for years 2 and 3 based upon changes in labor indices.

Payment terms and conditions are subject to credit approval.

Unless specifically noted, prices do not include

- Any site specific or customer required access and/or safety training
- Any special and/or site-specific safety, PPE, or environmental requirements
- Local Sales or Use tax
- Design Engineering or supply of complete transformers

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
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AND
SPX TRANSFORMER SOLUTIONS, INC.,

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed four hundred and fifty thousand dollars ($450,000.00), subject to budget appropriations.

SPX | WAUKESHA

Effective 1/1/2014

Field Service Rate Schedule

SPX Transformer Solutions' Service Group maintains a significant staff of trained field service specialists and technicians who are available to provide advisory assistance, installation, inspection, commissioning, testing, troubleshooting, start-up, technical studies, maintenance and repair services of electrical apparatus.

Technical professionals are classified in two categories, dependent on the degree of expertise and complexity of the service required:

Service Specialist
The service specialist has specific experiences and/or educational training along with factory training and experience in design, assembly, installation or testing. This expert is required for special diagnosis, repairs, inspection, failure analysis and complex technical evaluations.

Service Technician
The service technician has specialized factory training and experience. This technician can act as a consultant for customer's personnel with respect to correct installation, testing, maintenance or service requirements consistent with SPX Waukesha Service guidelines.

TECHNICAL PERSONNEL RATES

CLASSIFICATION	DAILY RATE	DAILY RATE WITH PER DIEM	HOURLY OVERTIME RATE	HOURLY SUNDAY & HOLIDAY RATE
Service Specialist	$1200	$1450	$225	$300
Service Technician	$1000	$1250	$188	$250

1. **Daily** rate applies to all time worked or traveled during a normal eight hour workday. The "shift" is defined as any consecutive eight-hour period (Monday–Friday, holidays excluded), with an allowance for lunch.

2. **Overtime** rate applies to all hours worked in excess of eight hours on weekdays and all time worked or traveled on Saturdays.

3. **Sunday and Holiday** rate applies to all hours work or traveled on Sundays or holidays.

Hourly and daily rates are exclusive of all travel and living costs.

Charges for travel and living expenses will be billed at cost plus an 18% handling charge.

Per Diem
Where purchasers specify or require daily rates for field services inclusive of local traveling and living expenses, a flat charge will be billed for all time worked or traveled per eight hour week day or fraction thereof (Monday through Friday). All hours worked or traveled in excess of eight hours per week day and all hours on Saturdays, Sundays and holidays will be billed at the applicable hourly overtime rates. Per diem rates exclude the cost of airfare to/from the job site and headquarters.

Traveling Time
Maximum billing for traveling time, at the applicable rate, shall be eight hours per technical professional for any one-calendar day.

Traveling time and expenses for each technical professional will include leaving and returning to the employee's headquarters.

Minimum Billing
Minimum billing for one day's service will be charged for each day or fraction thereof that a technical professional spends on the customer's premises.

Standby Time
When technical professionals are on the customer's premises but are unable to perform the services requested because of circumstances beyond the control of SPX Waukesha personnel, the purchaser will be charged at the applicable rate.

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Effective 1/1/2014

Field Service Equipment Rental Rate Schedule

During the course of service activities, SPX Transformer Solutions' Service Group may use specialized tools, equipment and instruments. These items will be billed in addition to the labor cost of the service technician at the following rates:

ITEM	TEST EQUIPMENT	DAILY	RENTAL RATE WEEKLY	MONTHLY
1	Megger 15 KV	$75	$300	$1,050
2	Megger 1KV	$30	$120	$420
3	Megger 5 KV Heavy Duty	$50	$200	$700
4	AC Hi-potential (60kV) Test Set	$100	$400	$1,400
5	DC Hi-potential (80kV) Test Set	$100	$400	$1,400
6	DLRO/Ducter - Single Pack w/100A Adpt. Plug	$75	$300	$1,050
7	AC/DC Variac Power Supplies	$50	$200	$700
8	Breaker Timing Set	$200	$800	$2,800
9	Power Factor Bridge (10kV)	$500	$2,000	$7,000
10	Dew pointer	$50	$200	$700
11	Transformer Ohmmeter (Winding Resistance)	$200	$800	$2,800
12	Oil Dielectric Test Set	$75	$300	$1,050
13	TTR - Three Phase	$75	$300	$1,050
14	CT Ratio & Polarity Test Set	$150	$600	$2,100
15	Doble SFRA Test Set	$500	$2,000	$7,000
16	Doble Leakage Reactance Interface	$500	$2,000	$7,000
17	Thermocouple Block Calibrator	$75	$300	$1,050
ITEM	**OIL HANDLING EQUIPMENT**	**DAILY**	**RENTAL RATE WEEKLY**	**MONTHLY**
18(2)	1500-1800 GPH Oil Filter Press(1)	$250	$1,250	$4,000
19(2)	2400-3000 GPH Oil Processing Units w/ MG Set, & Dry Air(1)	$1,000	$5,000	$20,000
20(2)	Fullers Earth Tower(Clay additional)	$250	$1,000	$3,000
21(2)	Portable Cold Traps(Liquid N_2 additional)	$150	$500	$1,500
ITEM	**GAS HANDLING EQUIPMENT**	**DAILY**	**RENTAL RATE WEEKLY**	**MONTHLY**
22(2)	SF_6 Gas Reclamation Cart	$500	$2,000	$6,000
23(2)	SF_6 Laser Leak Detection Camera	$250	$750	$2,250
ITEM	**GENERAL EQUIPMENT**	**DAILY**	**RENTAL RATE WEEKLY**	**MONTHLY**
24(2)	3/4 Ton Pickup/Van	$75	$300	$1,050
25(2)	18T Hydraulic Truck Crane	$750	$2,800	$6,000

(1) Note 1: For rental of oil handling equipment, purchaser must hire SPX Waukesha operators to help with operation of equipment. Operator rates are not included in daily rental rate. Power supplies are required to operate equipment. If use of onboard generation for 3000 GPH units is required, additional fueling and use charges will apply.

(2) Note 2: For rental of items 18-26, mobilization/demobilization charges will apply for delivery and pick-up of equipment. Weekly rate is defined as 40 hours of use on the hour meter. Monthly rate is defined as 160 hours of use on hour meter.

SPX | WAUKESHA

Effective 1/1/2014

Analytical Services Rate Schedule

SPX Transformer Solutions, Inc. offers a variety of analytical lab services for our customers to monitor the performance of their equipment. SPX Waukesha will provide standard 5-day turnaround time from receipt of sample at our laboratory.

TESTS	METHOD	PRICE/SAMPLE
TRANSFORMER TESTS		
Dissolved Gas Analysis (DGA)	ASTM D-3612	$75.00
PHYSICAL AND CHEMICAL TESTS		
Moisture Content	ASTM D-1533b	$15.00
Interfacial Tension	ASTM D-971	$15.00
Acid Number	ASTM D-974	$15.00
Color Number and Visual Examination	ASTM D-1500, 1524	$15.00
Dielectric Breakdown	ASTM D-877	$15.00
Dielectric Breakdown (silicon)	ASTM D-2225	$15.00
Dielectric Breakdown	ASTM D-1816	$15.00
Specific Gravity	ASTM D-1298	$15.00
Viscosity – 100°F	ASTM D-445	$25.00
Viscosity – Special Temp	ASTM D-445	$25.00
Power Factor – 25°C	ASTM D-924	$35.00
Power Factor – 100°C	ASTM D-924	$35.00
Power Factor – 25°C and 100°C	ASTM D-924	$50.00
Power Factor – Special Temp	ASTM D-924	$50.00
Oxidation inhibitor	ASTM D-2668	$50.00
Fault Metal – 8 metal scan (AL,Ag,Cu,Fe,Pb,Si,Sn,Zn)	ASTM D-3635icp	$70.00
Fault Metal- single	ASTM D-3635icp	$40.00
Refractive Index	ASTM D-1807	$50.00
Resistibility	ASTM D-1169	$160.00
Pour Point	ASTM D-97	$50.00
Flash Point	ASTM D-92	$50.00
Fire Point	ASTM D-92	$50.00
Corrosive Sulfur	ASTM D-1275A	$100.00
Corrosive Sulfur	ASTM D-1275B	$160.00
Furanic Compounds (Cellulose Degradation)	ASTM D-5837	$200.00
Particle Count	ASTM D-6786	$100.00
Filtering Characteristics – Carbonyls	AN-1000	$100.00
Sediment and Soluble Sludge	ASTM D-1698	$270.00

Effective 1/1/2014

TEST PACKAGES	PACKAGE PRICE
Oil Circuit Breaker: Dissolved Gas Analysis, Particle Count, Microscopic Particle Characterization, Metals, Moisture Content, Color/Visual Exam, IFT, Dielectric D-1816	$290.00
Transformer: Dissolved Gas Analysis, Particle Count, Oxidation Inhibitor, Furanic Compound Analysis, Moisture Content, Color/Visual Exam, Dielectric D-1816, Power Factor @ 25℃, Interfacial Tension and Acid Number.	$450.00
Load Tap Changer: Dissolved Gas, Metals, Moisture Content, Color/Visual Exam, Dielectric D-1816, IFT	$230.00
Sulphur Hexafluoride: Air/ Gas Decomposition Analysis, Moisture Content, Dielectric Breakdown	$290.00

TESTS	METHOD	PRICE/SAMPLE
SOLID INSULATION AND MATERIALS TESTS		
Degree of Polymerization	ASTM D-4243	$500.00
Dielectric Breakdown – Solid Material	ASTM D-149	$400.00
SULFUR HEXAFLOURIDE (SF6) TESTS		
SF6 – Gas Decomposition Analysis	AN-1200	$300.00
SF6 – Moisture Content	AN-1210	$75.00
SF6 – Dielectric Breakdown	AN-1220	$75.00
ENVIRONMENTAL TESTS		
Polychlorinated Biphenyls (PCBs) – Oil	EPA 8082	$30.00
Polychlorinated Biphenyls (PCBs) – Soil/ Solids	EPA 8082	$120.00
Polychlorinated Biphenyls (PCBs) – Water	EPA 8082	$400.00
Polychlorinated Biphenyls (PCBs) – Wipe	EPA 8082	$80.00
WASTE OIL DISPOSAL CHARGES:		**PRICE/BOTTLE**
PCB Fluids "Askarel"		$100.00
Perchloroethylene "Wecosol"		$40.00
Mineral Oil/Silicon Fluid**		$20.00

** Applies only to non-tested waste oil bottles.

RUSH TESTING AND SPECIAL CHARGES:

For all RUSH samples (24 hour turn around) and after-hours testing, the samples will be charged at twice the standard rates plus a $150 processing fee.

SAMPLE COLLECTION

Should it be required that SPX Waukesha furnish personnel to extract the oil and/or material sample from the equipment for analysis, field labor charges per SPX Transformer Solutions' Field Service Price List shall apply.

CONTAINER CHARGES

Stainless steel sampling cylinders, glass sampling syringes, plastic sampling containers, SF6 sampling cylinders, PCB sampling kits and shipping kits can be made available from SPX Waukesha at current prices. An SF6 sampling system and sample cylinder are available on a rental basis. Please contact your SPX Waukesha representative for details.

SHIPPING CHARGES

Shipping charges for return and collection of sample bottles and/or syringes will be prepaid and added to invoice.

TERMS OF PAYMENT

Net 30 days from date of invoice.

TERMS AND CONDITIONS

See SPX Transformer Solutions – Service & Components Division Terms and Conditions of Sale.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SPX TRANSFORMER SOLUTIONS, INC.,

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

   $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.

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, is hereby added as additional insured 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 City may possess, including any self-insurance or self-insured retention they may

have. Any other insurance the City may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Insurance shall be maintained without lapse in coverage during the term of this Agreement. 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 by the Contractor 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. 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 by the Contractor 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 are 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 certificates of insurance and endorsements to the policies 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 deliver to 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 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. 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 Electric Department P.O. 12010-S2 Hemet, CA 92546-8010	or	151 North Lyon Avenue 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
SPX TRANSFORMER SOLUTIONS, 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.

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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 THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SPX TRANSFORMER SOLUTIONS, 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.

SPX TRANSFORMER SOLUTIONS, INC
a Wisconsin Corporation

By: _____
Name: TROY KABRICH
Title: General Manager, Service Division

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.

County of Wayne

State of North Carolina

The forgoing document was acknowledged before me on this 14th day of July, 2014 by Troy Kabrich, General Manager, Service Division.

Elizabeth P. Bossert
Notary Public

My commission expires: December 27, 2016

ELIZABETH P. BOSSERT
NOTARY
PUBLIC
WAYNE COUNTY, NC

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SPX TRANSFORMER SOLUTIONS, INC.

EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B 8

Date: February 24, 2015

To: City Manager for Council Action

From: Chief of Police

Subject: Approval of a Memorandum of Understanding for Adjustment of Software Licenses with VeriPic, Inc. for the purchase of additional Digital Evidence Manager Singer-User Licenses, convert the current Digital Evidence Manager Concurrent Licenses and maintain the Web Concurrent Licenses

EXECUTIVE SUMMARY:

The Santa Clara Police Department has identified a vendor, Vievu for in-field body worn cameras (hardware). The video and still image file that is captured by a body worn camera needs to be authenticated with a security level of encryption to prevent any tampering of evidence (software). VeriPic provides such a software product. Additionally VeriPic will also accurately manage evidence, generate detailed custom reports on all evidence, maintain a chain of custody with an audit trail, and set alerts for evidence management and disposal. Currently, VeriPic provides this service to the Police Department for still image files but not video files. VeriPic has now been selected as a vendor to expand this service to video files as well.

Employees who will be using VeriPic will be required to have a User License. Currently, the Police Department has 13 Digital Evidence Manager Concurrent Licenses that will be converted to 143 Single-User Licenses. The Police Department will purchase 38 additional Digital Evidence Manager Single-User Licenses. VeriPic will provide 2 Digital Evidence Manager Single-User Licenses and 10 Web Concurrent Licenses (Multi-User Lic) for the Santa Clara County District Attorney's Office at no additional cost.

In total, the Police Department will receive 183 Digital Evidence Manager Single-User Licenses and 10 Web Concurrent Licenses at the cost of $98,060.63 for 60 months. A copy of the agreement has been placed in Council offices for review.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

It has become an industry standard for police officers to have in-field vehicle or body worn recording capabilities. Most of the agencies in Santa Clara County possess at least one of these capabilities. There is a public expectation that police officers should be using body worn cameras. It is important the Police Department rise to these standards and expectations. The video/image retention will also meet State and City mandates. There are no disadvantages.

ECONOMIC/FISCAL IMPACT:

The Police Department has already secured Federal Grant Funds (COP13) and a CIP to fund the purchase of these much needed body worn cameras. The Police Department proposes to fund this project by using Federal Grant Funds and an existing CIP without direct impact on the General Fund.

RECOMMENDATION:

That the Council approve, and authorize the City Manager to execute, a Memorandum of Understanding for Adjustment of Software Licenses with VeriPic, Inc., in an amount not to exceed $98,060.03 for 5 years, including a prepayment discount, for the purchase of additional Digital Evidence Manager Single-User Licenses, convert the current Digital Evidence Manager Concurrent Licenses and maintain the Web Concurrent Licenses.

Michael Sellers
Chief of Police

Certified as to Availability of Funds:
539-7745-80100-6538 $98,060.03

for Gary Ameling
Director of Finance

APPROVED:

Julio Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) Memorandum of Understanding for Adjustment of Software Licenses

2360 Walsh Ave., Santa Clara, CA 95051-1301

Phone: 408-496-1200 Web: www.VeriPic.com

January 16, 2015

Santa Clara Police Department
Captain Wahid Kazem
Lieutenant Kurt Clarke

MEMORANDUM OF UNDERSTANDING FOR ADJUSTMENT OF SOFTWARE LICENSES

It is the understanding of VeriPic, Inc. that the Santa Clara Police Department (CUSTOMER) has requested a change in the licenses owned by the CUSTOMER.

VeriPic, Inc. has agreed to honor this request and make this change on our records. As of this date, our records show that licenses purchased prior to this date gives you, the CUSTOMER, the following effective configuration for all the licenses owned by your organization for all purchases prior to this date.

Licenses owned prior to this date:

- 12 Gold Digital Evidence Manager Concurrent Licenses
- 1 View Only Digital Evidence Manager Concurrent License
- 10 Web Licenses for Santa Clara DA access

CUSTOMER has requested that the licenses be adjusted to the following configuration starting today going forward. No further claims are made to any licenses purchased in the past. For all purposes starting today and moving forward the following is the configuration of licenses owned by your agency. Any future purchases or other adjustments to your licenses owned will be based on additional purchases as adjustments starting from the following baseline configuration:

- 143 Gold Digital Evidence Manager (DEM) User Licenses converted from prior 13 Concurrent Digital Evidence Manager Licenses (12 Gold; 1 View). Conversion ratio 1:11
- 38 DEM User Licenses Purchased
- 2 DEM User Licenses at no cost
- **Total of 183 DEM User Licenses converted and purchased**
- **10 Concurrent Web Licenses for Santa Clara DA access**
- New SLMA is to be $1,251.67/monthly (per Agreement) includes all converted and new Licenses
- 30% off SLMA will be given for a 5 year prepaid agreement bring SLMA to $876.17/monthly @ 60 months ($52,570.14)

This conversion is dependent upon the CUSTOMER purchasing a minimum of 35 additional User License (per Agreement)

This will be referred to as the NEW SOFTWARE LICENSE BASELINE.

Once this transaction is completed CUSTOMER makes no claim to any licenses in the past configuration that they may be giving up nor would CUSTOMER be asking for any consideration or value for any of the licenses they are voluntarily giving up.

Starting with you next renewal period, your Software License Maintenance Agreement costs will be based on the NEW SOFTWARE LICENSE BASELINE using the then current VeriPic Price list at any future renewal periods and will incorporate any future purchases of licenses you make as adjustments to your license configuration starting with the NEW SOFTWARE LICENSE BASELINE.

2360 Walsh Ave., Santa Clara, CA 95051-1301
Phone: 408-496-1200 Web: www.VeriPic.com

Notwithstanding the forgoing license modifications, all other terms and conditions stated in our End User License Agreement and quotes on which CUSTOMER executed a purchase shall remain in full force and effect.

CUSTOMER's Initials _____ VeriPic, Inc.'s Initials

This offer will expire if not signed and returned to VeriPic, Inc. by 3/06/15.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date written below.

CUSTOMER:	VeriPic, Inc:
	VeriPic, Inc.
Organization Name	Company Name
Authorized Signature	Authorized Signature
	John Kwan
Print Name	Printed Name
	2360 Walsh Ave.
Street	Street
	Santa Clara, CA 95051-1301
City, State ZIP	City, State ZIP
	Vice President of Sales and Marketing
Title	Title
	2/11/15
Date	Date

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B.9

Date: February 10, 2015

To: City Manager for Council Action

From: Director of Parks & Recreation

Subject: Approve and Execute Agreement for the Performance of Services for Recreation Activity Guide Production and Printing – Contractor: Fricke-Parks Press

EXECUTIVE SUMMARY:

The Parks & Recreation Department (Department) produces a 45 page Recreation Activity Guide three times per year to promote over 2000 classes, seasonal activities and community-wide special events. The service contract covers a three (3) year period from the effective date through December 31, 2017 and includes final format/layout, content review, printing and delivery.

The Department distributed a Request for Proposals and received formal bids from five vendors. Staff evaluated the proposals and found three to be non-responsive due to incomplete information; of the two competitive bids, staff found services to be comparable with a significant price difference. Staff therefore recommends a three year agreement with Fricke-Parks Press in an amount not to exceed $29,000 per year for three years (or, $87,000 total), subject to budget appropriations.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval will provide Recreation Activity Guide production and printing services for the Parks & Recreation Department for three (3) years. One advantage is that the agreement will secure the lowest pricing for a three year term. No disadvantages are identified at this time.

ECONOMIC/FISCAL IMPACT:

The annual services are projected to cost $29,000 per year; or, a "not to exceed" a total of $87,000 for three years. Funding for annual Recreation Activity Guide production and printing is available in the Department's operating budget (001-1145-87500).

RECOMMENDATION:

That Council:
1) Approve an agreement with Fricke-Parks Press for Recreation Activity Guide Production and Printing in an amount not to exceed $87,000.00, subject to budget appropriations; and,
2) Authorize the City Manager to execute all necessary documents and to make minor, non-substantive modifications, as necessary.

James Teixeira
Director of Parks & Recreation

Certified as to Availability of Funds: OK JCH
001-1145-87500 $ 87,000

for Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:

for Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Agreement with Fricke-Parks Press

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AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND FRICKE PARKS PRESS, INC.

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of _____, 2015, ("Effective Date") by and between Fricke Parks Press, Inc., a California Corporation, with its principal place of business located at 33250 Transit Avenue, Union City, California 94587-2035 ("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 December 31, 2017.

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. BUSINESS TAX LICENSE REQUIRED

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. 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.

27. 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.

28. 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.

29. NOTICES.

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

City of Santa Clara
Attention: Parks and Recreation Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 260-9719

And to Contractor addressed as follows:

Name: Dave Brown
Address: 33250 Transit Avenue
Union City, CA 94587-2035
or by facsimile at (510) 489-6543

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.

30. 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.

31. 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.

32. 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.

33. 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."

34. RESERVED.

35. 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"

FRICKE PARKS PRESS, INC.
A CALIFORNIA CORPORATION

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

Name: Dave Brown

Title: President

Local Address: 33250 Transit Avenue
Union City, CA 94587-2035

Email Address: DaveB@Fricke-Parks.com

Telephone: (510) 489-6543

Fax: (510) 489-7124

"CONTRACTOR"

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AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND FRICKE PARKS PRESS, 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, "Recreation Activity Guide" dated June 16, 2014, which is attached to this Exhibit A.

Item		Description	Number of copies of each issue.	Price
	1 issue	Recreation Activity Guide (Winter, Spring), 48-page glossy- cover, 80# paper (51,497 copies to be printed)		
		a. Copies to be **mailed via Labels**	48,047	$8,100.72
		b. Copies to be **delivered** to Community Center	3,450	$581.67
	1 issue	Recreation Activity Guide (Summer), 48 page glossy-cover, 80# paper (54,103 copies to be printed)		
		a. Copies to be **mailed via Labels**	49,453	$8,243.81
		b. Copies to be **delivered** to Community Center	4,650	$775.15
	1 issue	Recreation Activity Guide (Fall), 40-page Full-glossy cover, 80# paper (53,306 copies to be printed)		
		a. Copies to be **mailed via Labels**	48,956	$7,446.20
		b. Copies to be **delivered** to Community Center	4,350	$661.63
		OPTIONAL SERVICES		
1		Printing of additional copies of any issue at time of order	40 pages 48 pages	**$114.00** **$129.00** **per 1000**
2		Difference in printing if the City orders a lower quantity than that specified	40 pages 48 pages	**$114.00** **$129.00** **per 1000**
3		Printing of additional pages per issue		**$381.00 per 4 pages**
4		Difference in printing if City lowers the number of pages		**$381.00 per 4 pages**

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FRICKE PARKS PRESS, INC.

EXHIBIT B

FEE SCHEDULE

Consultant's schedule of rates and fees includes all billing amounts and costs as follows (if applicable):

Winter/Spring Activity Guide	51,497 copies 40 page plus cover $8,682.39	Mailed and delivered
Summer Activity Guide	54,103 copies 48 page plus cover $9,018.96	Mailed and delivered
Fall Activity Guide	53,306 copies 40 page plus cover $8,107.83	Mailed and delivered
Full color option on text pages	$1,000.00	Additional Fee

At the sole discretion of the City additional services may be requested.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed Eighty-Seven Thousand Dollars ($87,000) for a period of three years, subject to budget appropriations.

The Parks and Recreation Department publishes three Activity Guides per year, averaging 50,000 copies per issue. Actual number of copies may vary.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FRICKE PARKS PRESS, INC.

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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

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

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

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

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

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

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

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

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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 Parks & Recreation 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.

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AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND FRICKE PARKS PRESS, 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
FRICKE PARKS PRESS, 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.

FRICKE PARKS PRESS, INC.

a California Corporation

By: _____
Signature of Authorized Person or Representative

Name: DAVID C BROWN

Title: PRESIDENT

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

PLEASE SEE A
ACKNOWLED
FROM NOTAR

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Alameda

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

On Jan 26th 2015 before me, Maria Elena Espinoza Mendoza Notary Public,
(Here insert name and title of the officer)

personally appeared David C Brown,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

MARIA ELENA ESPINOZA MENDOZA
COMM. #1959832
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
Comm. Exp. NOV. 10, 2015

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit of Compliance With
(Title or description of attached document)

Ethical Standards
(Title or description of attached document continued)

Number of Pages 1 Document Date 1/26/15

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☑ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B.10

Date: February 11, 2015

To: City Manager for Council Action

From: Director of Human Resources

Subject: Approval of Memorandum of Understanding Matching the Terms Already Approved between the City of Santa Clara and the Public Safety Non-Sworn Employees' Association (PSNSEA Unit #10)

EXECUTIVE SUMMARY:

On July 16, 2013 City Attorney Richard Nosky reported out of Closed Session the approval of an MOU between the City of Santa Clara and Public Safety Non-Sworn Employees' Association (PSNSEA Unit 10) for the term of December 23, 2012 through December 20, 2014.

The City negotiated in good faith with the Public Safety Non-Sworn Employees' Association (PSNSEA Unit 10), to develop a new Memorandum of Understanding (MOU). Effective the pay period beginning December 23, 2012, all classifications represented by the Union received, effective retroactive to the first full pay period following December 22, 2012, an increased salary of approximately 8.64%, that would increase salary levels to the level that was in effect on December 25, 2010. In addition, any increase in the City's employer CalPERS rates did not adversely impact salaries. PSNSEA employees took forty (40) hours of unpaid furlough during the 12/23/12-12/21/13 MOU year, and took zero hours in the 12/22/13-12/20/14 MOU year. This was contingent upon the condition of General Fund leases and revenues in the latter year. Further information is detailed in the MOU, which is attached to this report.

The terms of the MOU were approved on July 16, 2013, and have been in effect retroactively as of December 23, 2012 through December 20, 2014.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

This MOU was developed in discussion and agreement between the City and PSNSEA. Approval allowed for a smooth continuation of benefits, both to the City and to the Union. There were no disadvantages.

ECONOMIC/FISCAL IMPACT:

The primary cost impact was in having fewer furlough hours during the December 2013 – December 2014 MOU year. For the December 2012 – December 2013 MOU year, it was agreed to take 40 unpaid furlough hours, and zero unpaid furlough hours in the second year, which was contingent upon the condition of General Fund leases and revenues in the December 2013-December 2014 MOU year.

RECOMMENDATION:

That the Council approve the Memorandum of Understanding, which matched the terms already approved between the City of Santa Clara and the PSNSEA Unit #10, for the term from December 23, 2012 through December 20, 2014.

Elizabeth C. Brown
Director of Human Resources

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) ***Memorandum of Understanding for PSNSEA Unit # 10***

MEMORANDUM OF UNDERSTANDING

FOR

PUBLIC SAFETY NON-SWORN EMPLOYEES ASSOCIATION (PSNSEA) UNIT 10

DECEMBER 23, 2012- DECEMBER 20, 2014

MEMORANDUM OF UNDERSTANDING FOR
PUBLIC SAFETY NON-SWORN EMPLOYEES ASSOCIATION, UNIT # 10
DECEMBER 23, 2012 – DECEMBER 20, 2014

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MEMORANDUM OF UNDERSTANDING FOR
PUBLIC SAFETY NON-SWORN EMPLOYEES ASSOCIATION, UNIT # 10
DECEMBER 23, 2012 – DECEMBER 20, 2014

1. TOTAL COMPENSATION

A. For the purposes of this agreement, total compensation is defined to include the following items:
   1) Salary
   2) Fringe Benefits:
      a. Retirement(including Social Security)*
      b. Holiday Pay*
      c. Vacation Pay*
      d. Insurance
         (1) Life
         (2) Health
         (3) Dental
         (4) Long-term Disability
         (5) Vision Care
      e. Retiree Medical
      f. Other (including VEBA)

*These elements are directly tied to salary and move as a function of salary. No independent movement is allowed in these areas.

B. It will be the prerogative of the Public Safety Non-Sworn Employees Association to allocate the distribution of total compensation moneys among the following element areas: 1) Salary, 2) Life Insurance Premiums, 3) Medical Insurance Premiums, subject to the requirement that the amount of the Kaiser single health insurance premium, including the Public Employees Medical and Hospital Care Act ("PEMHCA") minimum, be included in the mandatory section of the total compensation array and 4) Long-Term Disability Insurance, except as otherwise noted in these Terms and Conditions. Distribution of total compensation moneys is to be made based upon: 1) the Salary Adjustment Form for the related benchmark classification, and 2) the maximum premium payable by the City, and not actual premium to be paid by City, except as noted elsewhere in these Terms and Conditions.

   Except where noted, total compensation of comparing agencies as defined above will be determined by computing the total compensation effective October 1 afforded similarly represented classifications of Communications Dispatcher II in the comparing agencies of the cities of San Jose, Mountain View, Palo Alto, Milpitas and Sunnyvale and obtaining the average total compensation afforded those agencies.

2. ADJUSTMENT OF TOTAL COMPENSATION/SALARY

A. PSNSEA employees employed on the date this MOU was approved by the City Council will receive a salary increase from the salary levels in place per the Terms and Conditions of Employment, 12/27/11-12/22/12, effective retroactive to the first full pay period following 12/22/12, that would increase salary levels for each classification to the level in effect on 12/25/10 (about 8.64%).

   The retroactive payments to employees will include, in addition to retroactive base salary payments, retroactive payments for all other salary related pay

items (examples include overtime, cash-outs and differentials) that were paid for the time period on or after 12/22/12 using the lower/prior base rate of pay.

B. The CalPERS rate changes (i.e., increases) from FY 2011-12 to FY 2012-13 and from FY 2012-13 to FY 2013-14 will not adversely impact salaries of PSNSEA employees.

C. The City will pay employees employed on the date of Council approval of this MOU, retroactive to 1/1/13, the increase in the cost of the Kaiser employee only rate for the 2013 calendar year, and this increase will not adversely affect the salaries of PSNSEA employees. The City will also pay the increase in the cost of the Kaiser employee only rate for the 2014 calendar year and this increase will not adversely affect the salaries of PSNSEA employees.

D. If PSNSEA ultimately receives a favorable outcome in PERB Case No. SF-CE-904-M and is entitled to a "make whole" or back-pay remedy that would have (1) required the City to pay in excess of the salary increase amount in in 2.A on and since December 23, 2012 and/or (2) required that the City re-set salary levels to a higher level than will have resulted from the salary increase in 2.A., PSNSEA employees would not be prejudiced by its agreement in Section 2.A. of this proposal, and will have their salary levels increased to the higher level consistent with PERB's ruling and/or receive the awarded back-pay amount in excess of the retroactive salary increase in 2.A. for the period on and since December 23, 2012, including any awarded back-pay concerning higher rates for overtime, higher rates for cash-outs.

   In exchanges for 2.A. and the prior paragraph of 2.D., PSNSEA would (1) waive any claim or entitlement to back-pay interest as part of any remedy by PERB (unless the City appealed a decision favorable to the PSNSEA); and (2) agree to, and waive any potential damage entitlement concerning Item. Nos. 3-6 of the City's 2011 Last, Best and Final Proposal previously incorporated into the Terms and Conditions of Employment, 12/27/11-12/22/12.

   PSNSEA does not waive any other right to back-pay compensation, including back-pay compensation to which PSNSEA employees would be entitled as a result of a favorable decision on back-pay, such as higher overtime rates, higher rates for cash-outs, etc.

   Neither the City nor PSNSEA waive any rights to appeal the decision of the pending PERB charge. However, if the City appeals, and PSNSEA ultimately prevailed on such appeal(s), PSNSEA would be entitled to any awarded/applicable interest from the date of any such appeal. If PSNSEA appeals, PSNSEA agrees it will not be entitled to any interest on any decision/award.

E. The Salary Adjustment Form and "Total Compensation" methodology described in Section 1 will not be used in either MOU year to determine salary (which salary would not change from the prior year) or other element

of compensation, and there will be no change to any discretionary allocations from the prior year on the Salary Adjustment Form.

F. Employees will take 40 unpaid furlough hours during the 12/23/12 – 12/21/13 MOU year, and subject to the "Contingency Requirement" below, zero (0) furlough hours during the 12/22/13 – 12/20/14 MOU year, with the corresponding pay adjustments made in equal amounts in the remaining pay periods in the MOU year. Furlough hours will be banked and approved upon request.

   Furlough hours will not impact final compensation for pension, overtime rates or any applicable incentive or specialty pay rates, accrual rates, or eligibility for accruals or benefits.

   The City and PSNSEA will work cooperatively to ensure that the furlough hours for the 12/23/12-12/21/13 MOU year are taken within that MOU year, and the parties will make good faith efforts to ensure that furloughs will be taken in a manner that will not cause or create overtime obligations for the City. The parties may use a variety of approaches to ensure that PSNSEA members are able to utilize their furlough hours in a manner that will not cause overtime. For Dispatchers where there is a greater risk of furlough hours causing overtime, the parties have agreed that 20 out of the 40 furlough hour obligation in the 12/12-12/13 MOU year will be achieved by converting 20 vacation hours already taken during the 12/12-12/13 MOU year (and/or by comp time hours previously taken if a Dispatcher has not already taken 20 hours of vacation) to 20 furlough hours.

G. **Contingency Requirement:** The number of furloughs will automatically increase to 72 hours in the second year if both:

   (1) The combined total of actual lease revenues from its five main General Fund leases (i.e., Hyatt Regency Hotel, TECHMART, The Irvine Parcel 2, Great America Theme Park, and Hilton Hotel) for fiscal year 2012-13, as indicated by year-end unaudited actual receipts typically available by August 15, falls more than $1 million below budget due to the dissolution of the Redevelopment Agency of the City of Santa Clara; and

   (2) The net of (1) and the amount by which the following primary General Fund unrestricted revenue sources projected for fiscal year 2012-13[1] (as indicated in the General Fund year-end unaudited actual budget status report[2]) exceeded budget projections (if the total does exceed projections) is still more than $1 million below the amounts projected in the 2012-13 fiscal year budget.

H. For the duration of this MOU the provisions specified below in this Section 2(H) are suspended.

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[1] The applicable primary unrestricted revenue sources are property tax, sales tax, transient occupancy tax, franchise tax, documentary transfer tax, and contribution in-lieu of taxes.
[2] The year-end unaudited budget status report is typically available by August 15.

Effective April 1, 2001 and April 1, 2003 (or 60 days after comparable positions are identified and jointly agreed to), whichever is later for 2001), PSNSEA may present comparison data between Santa Clara and the cities of Mountain View, Palo Alto, Milpitas, San Jose and Sunnyvale for not more than six represented classifications in April, 2001 and not more than five in April, 2003 the PSNSEA believes to be responsible for essentially the same work in the comparison jurisdictions for review by the City. If the City and the PSNSEA are in agreement that the classifications presented are appropriate for comparison, the City and the PSNSEA will determine if the total compensation after five years of service in the Santa Clara classification is more than 2.5% below the average of the classifications presented for review. The determination of comparability shall be provided by the Santa Clara County Employee Relations Service (ERS). If there are less than two appropriate comparisons among the jurisdictions listed, no adjustment will be made even though Santa Clara is more than 2.5% below the comparison jurisdiction. If there are less than two comparable classes available within the comparison jurisdictions, the PSNSEA may present comparable information from at least two and up to five cities or special districts, including any benchmark agency, within Santa Clara, San Mateo and Alameda counties for consideration. In the event less than five comparison agencies are provided by the PSNSEA, the City will attempt to identify additional comparison agencies to provide for five comparisons. Following verification by the City of Santa Clara being 2.5% or more below the average total compensation in the comparison jurisdictions, the City will place the Santa Clara class on the current salary range which will bring the total compensation for Santa Clara to equal or above the comparison average, effective the first pay period which begins in July, 2001 or July, 2003.

For purposes of this section of the MOU, total compensation for comparison agencies is defined as salary and fringe benefits which are paid by the agency to the employee or on the employees behalf and which are available to each employee in the classification specified in the survey that are recurring in nature after five years' service in that classification as shown below. For the City of Santa Clara, total compensation shall be defined as those elements listed in Section 1A of this MOU.

I. It is both the City's and PSNSEA's mutual responsibility to independently verify, to the extent possible, the accuracy of the information upon which total compensation adjustments are made. Should it be discovered by either party that adjustment(s) to salary and fringe benefits are based on erroneous information or has been erroneously computed, the necessary corrective action will be taken as soon as practical after the discovery and notice of the error has been given. It is the mutual responsibility of both parties to report any suspected error immediately upon discovery to the other party. However, the period for which there will be a right to recover any monies which are either overpaid by the City or underpaid to the employee shall be limited to an adjustment period of up to 90 calendar days from the date the error was first reported to the other party. The corrective action will be taken even in circumstances where the error may bridge successive MOU's, but the recovery will still be limited to amounts owed or owing during the prior 90

calendar days. The 90 calendar day period will begin upon the date of written notification by personal service upon the other party.

Right of recovery by the City of overpayment shall be limited to recovery over the same time period as the overpayment was made. Said repayment will begin with the next paycheck following final determination of the amount to be repaid. Underpayment to the employee shall be made by the City in a lump sum of the amount owed on the next regular paycheck following final determination of the amount to be paid.

J. There shall be no employee generated reclassification requests during the term of this MOU.

DEFINITIONS

1. Top Step Salary -	Maximum step in the monthly salary range for classification (excluding seniority or longevity steps).
2. Life, Health, Dental, LTD and other Insurance -	Maximum agency monthly contribution per employee to insurance premiums as defined in Item 1A2 plus maximum agency monthly contribution to other fringe benefit insurance premiums.
3. Retirement -	Maximum agency monthly contribution per employee, including employer paid employee contribution, to retirement and social security plans.
4. Holiday Pay -	Number of paid holidays allowed by agency per year times daily salary rate of classification, divided by 12.
5. Vacation Pay -	Maximum number of annual paid vacation days allowed by agency per employee upon completion of five (5) years' service times daily salary rate for classification, divided by 12.
6. Other -	Monthly salary equivalent of or maximum monthly agency contribution to other fringe benefits available to all full-time agency employees. To be eligible for inclusion in comparison data, such benefits of the comparing jurisdiction must be of a recurring nature or become part of their compensation base. This category includes the City's monthly

	contributions to employees' VEBA accounts.
7. Total Compensation -	The sum of Items 1 through 6 above.
8. Daily Salary Rate -	Top step salary as defined in Item 1 above times 12 divided by total number of regular work hours per year times number of regular work hours per day.

TABULAR DESCRIPTION OF
ADJUSTMENT OF TOTAL COMPENSATION

During the term of this MOU, the provisions specified in this TABULAR DESCRIPTION OF ADJUSTMENTS OF TOTAL COMPENSATION are suspended.

By April 1, 2001 and April 1, 2003	PSNSEA presents total comparison information that shows essential equity in job duties for up to six represented classifications in 2001 and up to five classifications in 2003 among comparison survey jurisdictions. If City and PSNSEA are in agreement with comparison equity, City and PSNSEA will determine if the Santa Clara classification is 2.5% or more below the survey average for total compensation as provided for in Section 2G.
After July 1, 2001 and July 1, 2003	City implements salary increases on the City's "H" Salary Schedule for classifications determined to be 2.5% or more below the survey average in amounts necessary to bring those classifications to equal or above the total compensation survey average on the common salary schedule as provided for in Section 2G.

3. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

The City previously contracted with CalPERS to provide current employees with the 2.7% at age 55 formula effective December 17, 2006. The City will contribute 100% of the employer CalPERS retirement rate applicable under the 2.7% at age 55 formula outside of (i.e. "below the line") on the Salary Adjustment Form. Employees shall continue to pay the full 8% employee CalPERS retirement rate. The Employees' Contribution will continue to be treated as tax deferred. Notwithstanding the above language, the parties agree that the City will comply

with the requirements of PEPRA with respect to "new members" as defined by applicable law hired on or after January 1, 2013.

4. DISABILITY INSURANCE

A. STATE DISABILITY INSURANCE
The City will continue to contract with the State of California Employee Development Department to provide Disability Insurance (SDI) for represented employees. All cost of SDI insurance is to be paid for as a payroll deduction by the individual employee.

B. LONG TERM DISABILITY
All represented employees will be enrolled in a mandatory long-term disability insurance program as determined by the Association. This LTD plan will have a maximum 30 day waiting period and the maximum monthly benefit will include those offsets required by law such as, but not limited to, SDI, retirement, reduced work schedule, worker's compensation, social security, and Railroad retirement. The maximum monthly premium will be deducted from each employee's total compensation prior to taxes. Any unused portion of the premium will be refunded in the same manner as the medical insurance premiums.

5. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE

A. SICK LEAVE

1) Employees shall accrue ninety-six (96) hours of sick leave per year of regular City employment. Sick leave shall accrue in equal amounts each pay period. Employees shall not accrue sick leave while they are on unpaid status.

2) Use of sick leave will be under the same terms and conditions as are now in place. Vacation and CTO may be used to supplement sick leave as available, with Department Head approval.

3) In lieu of receiving a sick leave cash payout at retirement, the Association may vote to roll accrued sick leave hours in the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to Association compliance with Federal rules associated with employee contributions of sick leave to their VEBA accounts.

B. FAMILY SICK LEAVE

1) Not more than forty eight (48) hours of sick leave within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, unless the use of additional leave is approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by

marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

C. PERSONAL LEAVE

1) Each calendar year, all represented employees will be entitled to use 32 hours of accrued sick leave as Personal Leave, provided he/she has sufficient sick leave balance available. Personal leave shall be used in minimum increments of four (4) hours.

2) Use of Personal Leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year.

3) Requests to use personal leave may be granted at the discretion of supervisory personnel, taking into consideration operational needs including whether the use of personal leave would require backfilling the employee's shift with overtime. The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department and failure to provide such notice may result in denial of a request to use personal leave.

4) Personal Leave may not be used on December 31st, January 1st, July 4th, Thanksgiving, December 24th, December 25th, or December 26th.

5) Employees may use Personal Leave in conjunction with vacation and CTO.

The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued sick leave for up to 48 hours of vacation, based upon two (2) hours of sick leave for one (1) hour of vacation as provided and defined in the Personnel and Salary Resolution.

6. <u>BEREAVEMENT LEAVE</u>

A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section. Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of the death of a parent, child, or sibling of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); and up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of a great-grandparent, great-grandchild, niece, nephew, or first cousin of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law).

B. The bereavement leave benefit is based on each death occurrence and is not charged to the Salary Adjustment Form.

C. Up to five (5) work days of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.

D. At the request of the City, the employee will provide verification.

7. HOLIDAYS AND AWARDED CTO

PAID HOLIDAYS

A. The City will observe the following thirteen (13) dates (or days) as City Holidays.

New Year's Day (January 1), Martin Luther King Day (3rd Monday in January), President's Day (3rd Monday in February), Spring Holiday (observed on Good Friday), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Admission Day (September 9), Columbus Day (2nd Monday in October), Veteran's Day (November 11), Thanksgiving Day (4th Thursday in November), Friday after Thanksgiving, Christmas Day (December 25). Holidays which fall on a specific date and which fall on Saturday are observed the preceding Friday. Holidays which fall on a specific date and which fall on Sunday are observed the following Monday.

B. 1) Represented employees in the classifications of Fire Inspector, Fire Safety Aide and Fire Prevention Specialist will be entitled to eight (8) hours of paid time off in observation for each of the holidays listed above.

2) Employees working shift assignments in a 24-hours per day, 7-days per week operation, such as employees in the classifications of Jail Services Officer, Records Specialist I, Records Specialist II, Records Supervisor, Communications Dispatcher I, Communications Dispatcher II, Communications Dispatcher III, and Senior Communications Dispatcher may be assigned to work on holidays as part of their regular work schedule.

For these classifications, the holiday will be observed as the actual holiday as designated above, not necessarily the date observed by the City, for example, January 1, July 4, December 25, etc. If the holiday falls on a regularly scheduled day off employees will receive eight (8) hours as either pay or compensatory time off (CTO). If the holiday falls on a regularly scheduled workday employees will be compensated at the normal rate of pay for the time worked. In addition, such employees will receive eight (8) hours compensation for the holiday at the rate of time and one half as either pay or compensatory time off (CTO).

3) Community Services Officers will observe holidays in accordance with B1 or B2 above dependent upon their current assignment within the Police Department.

C. Employees in the classifications of Communications Dispatcher I, Communications Dispatcher II, Communications Dispatcher III and Senior Communications Dispatcher will have the following four (4) holidays designated as "pay only" holidays:

Martin Luther King Day (3rd Monday in January), Spring Holiday (observed on Good Friday), Admission Day (September 9), and Veteran's Day (November 11)

If the "pay only" holiday falls on a regularly scheduled day off employees will receive eight (8) hours as pay. If the "pay only" holiday falls on a regularly scheduled workday employees will be compensated at the normal rate of pay for time worked. In addition, such employees will receive eight (8) hours compensation for the holiday at the rate of time and one half as pay.

AWARDED COMPENSATORY TIME OFF (CTO)

A. On each January 1st the City will credit each represented employee with 16 hours of compensatory time off (CTO) (or the proportionate share if the employee is working a reduced work schedule). The 16 hours of CTO accrual will be included on the Salary Adjustment Form for the benchmark classification. This CTO shall be available for use by the employee under the same terms and conditions required by the department for use of regularly accrued CTO. Unused CTO may be traded for cash payout at any time after accrual.

Employees hired after January 1, 2004 shall be credited with a pro-rata share of the awarded CTO based upon the proportion of the calendar year remaining after their hire date.

8. VACATION ACCRUAL AND USAGE

Represented employees will be entitled to use vacation as it is earned under the following conditions:

A. Vacation may not be taken during the first 6 months of regular employment.

B. Vacation will be earned on a bi-weekly basis (1/26 of the yearly accrual) provided that the employee is in a paid status for at least 2/3 of the hours (53.4 hours) of that pay period.

C. Accrued vacation time will be paid off regardless of term of employment.

D. Yearly and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

COMPLETED	YEARLY	MAXIMUM

YEARS OF SERVICE	ACCRUAL	ACCRUAL
1 through 4	80 hours	400 hours
5 through 9	120 hours	400 hours
10 through 15	168 hours	400 hours
16 through 20	176 hours	400 hours
21 years +	192 hours	400 hours

E. Employees are limited to the maximum accrual of vacation as defined in Section 8D, based on years of service. Employees may temporarily exceed the allowed maximum vacation accrual, subject to the vacation balance as of the end of the pay period that includes September 30 of each year being reduced to the maximum allowable accrual. The current vacation balance, the maximum allowable accrual and the current pay period usage and accrual are all shown on the employees' pay check stub and are the responsibility of the employee to track for compliance with this provision.

   Vacation that is temporarily allowed to exceed the maximum allowable accrual and is removed from the vacation balance as of the end of the pay period that includes September 30 of each year may be donated to the Emergency Paid Leave Pool at the direction of the employee.

F. Vacation may be used in one-tenth (1/10th) hour increments.

G. Employees who begin work prior to July 1st or continue to be employed after the first calendar year of employment are required to use at least one-half of the vacation accrued during the prior calendar year during the current calendar year.

H. Subject to having a sufficient balance of accrued vacation available, an employee may, on a once per year basis, be paid at his/her current hourly pay rate for a maximum of 40 hours of accrued vacation if he/she has taken at least ½ of the vacation earned in the previous calendar year in the current calendar year.

I. An approved request for vacation time off will not be cancelled due to the use of Personal Leave by another employee on that shift; however an approved vacation request may be cancelled due to an emergency, if such emergency cannot be covered with the use of assigned overtime.

J. In lieu of receiving a vacation-leave cash payout at retirement, the Association may vote once per calendar year to roll accrued vacation leave hours into the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to PSNSEA compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

9. HEALTH/DENTAL INSURANCE PREMIUMS

A. Mandatory Health Allocation

Kaiser single employee health insurance will be included in the Salary Adjustment Form as a Mandatory Allocation. The amount allocated for Kaiser single employee health insurance will be the premium minus the statutorily required Public Employees Medical and Hospital Care Act (PEMHCA) contribution. The PEMHCA contribution will remain in the Salary Adjustment Form as a separate Mandatory Allocation. The City will change the dollar amount designated within the Salary Adjustment Form for Kaiser single employee health insurance when the premium amount changes annually and/or when the statutorily required PEMHCA contribution changes.

B. Discretionary Health Allocation

The Association may (on a once-a-year basis, commencing with the beginning of the calendar year) designate within the discretionary portion of the Salary Adjustment Form a fixed monthly sum for all represented employees for employee plus one or full family coverage. The Association's monthly allocation for health insurance premiums may be set to an amount not to exceed 10% above the average cost family health insurance coverage available. If the health insurance premium for an individual employee exceeds the amount allocated, the balance is paid by way of a salary deduction from the pay of the individual employee. Any change in the Association's discretionary health allocation will increase or decrease salary by the corresponding amount.

C. Discretionary Dental Allocation

The Association may (on a once-a-year basis, commencing with the beginning of the calendar year), designate within the discretionary portion of the Salary Adjustment Form a fixed monthly sum for all represented employees for dental insurance premiums. If the dental insurance premium for an individual employee exceeds the amount allocated, the balance is paid by way of a salary deduction from the pay of the individual employee. Any change in the Association's discretionary dental allocation will increase or decrease salary by the corresponding amount.

D. Health/Dental Allocation Refund

All individual employees having health and dental insurance payments made on his/her behalf that are less than the monthly amount allocated by the Association will have the difference refunded on a once-a-month basis. Such payments shall be made on the first paycheck issued in each month. For health insurance, this refund program requires the following qualifications: 1) it must be a health insurance program; and 2) it must be a health insurance vendor with a current contract with the City through the CalPERS Health Insurance Program. City health insurance coverage will be at the option of the individual employee. It is the intent of this section that employees opting not to have City health coverage will be refunded the full amount allocated on their behalf for health insurance. Dental insurance premium refund will depend on whether or not the monthly amount allocated exceeds the individual employee's enrollment status.

E. The City shall comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA).

10. NIGHT DIFFERENTIAL PAY

A. Night time differential of 5% for each hour or portion thereof worked between the hours of 6:00 P.M. and 8:00 A.M. of the following day shall be paid those regular, full time employees working on regular shifts, provided that at least two (2) or more of the hours worked fall within the night time differential period.

1) For those employees whose regularly scheduled shift is not the traditional 8:00 A.M. to 5:00 P.M., night time differential of 5% for each hour or portion thereof worked between the hours of 5:00 P.M. and 7:00 A.M. of the following day shall be paid, provided that at least two (2) or more of the hours worked fall within the night time differential period.

B. Represented employees who work a minimum of a full shift between the hours of 4:00 P.M. and 8:00 A.M. will be paid 5% night time differential commencing at 4:00 P.M. whether or not the hours worked are consecutive. If the employee does not work the full shift, the previous eligibility will prevail.

1) Represented employees who work a minimum of a full shift between the hours of 3:00 P.M. and 7:00 A.M. will be paid 5% night time differential commencing at 3:00 P.M. whether or not the hours worked are consecutive. If the employee does not work the full shift, the previous eligibility will prevail.

C. Represented employees who work overtime between the hours of 6:00 P.M. and 8:00 A.M. will be paid 5% night time differential for all overtime hours worked, providing that two (2) or more hours fall within the night time differential period, and will cover all overtime hours worked from 4:00 P.M.

1) Represented employees who work overtime between the hours of 5:00 P.M. and 7:00 A.M. will be paid 5% night time differential for all overtime hours worked, providing that two (2) or more hours fall within the night time differential period, and will cover all overtime hours worked from 3:00 P.M.

11. OUT OF CLASS PAY

Represented employees assigned to work temporarily in a higher classification than their own shall be paid at least 5% more than their prevailing salary or at the entrance step of the range of the higher classification, whichever compensation pattern is greater.

A. Such assignment will be paid for all actual time assigned to the higher classification, after a 4-hour elimination period on the first day of said assignment.

B. If the out-of-class assignment lasts more than 4 hours, out-of-class pay will begin with the first hour of the assignment.

C. For a continuing out-of-class assignment of less than 4 hour increments which lasts more than 4 hours, out-of-class pay will begin with the first hour of the assignment.

Any represented employee who is assigned to work out of class in an unclassified position will receive a 5% salary differential above his/her current salary or the salary established as 85% of Control Point for the unclassified position if such salary has been established, whichever compensation pattern is greater, provided that the requirements of (A), (B), and (C) above are satisfied.

To be eligible for out-of-class pay, the employee must perform all duties as assigned within the higher classification and must be assigned in writing.

12. PSYCHOLOGICAL COUNSELING

A. The City will continue the psychological counseling service with a provider of such service who has demonstrated experience in the provision of such services to public safety and communications personnel. This counseling service shall provide for at least five (5) and not more than ten (10) private counseling sessions on a pre-paid basis that will be available to both the employee and his/her dependents. Execution of this program is subject to the following conditions:

1) The counseling service continues to be mutually acceptable to the City and the PSNSEA.

2) Each covered employee will pay 10% of the cost of each visit.

3) No disclosure of services shall be made except with the written authorization of the employee, as the result of a subpoena, or if the employee is deemed by the counselor to be a threat to the safety of himself/herself, fellow employees or the public, and should be removed from his/her position. Said notification is to be made to the Chief of Police or his/her designee.

13. OVERTIME

A. Represented employees assigned to work a 40 hour work week who work overtime are entitled to:

1) Time and one half the employee's regular rate for worked overtime excluding unpaid meal time for all hours worked beyond their regular daily or weekly work schedule.

2) Double time for all hours worked in excess of 12 consecutive hours of actual work excluding unpaid mealtime. Police Records Specialist II's, Police Records Supervisors, Community Service Officers and Jail Service Officers who are assigned to work a 4-day week, 10-hour day shall be

eligible for double time for all consecutive hours of actual work beyond fifteen (15), including any paid meal time.

3) Represented employees working in a Communications Dispatcher classification who are required to work 4 or more hours of overtime and receive less than 24 hours' notice of the need to work this overtime, shall receive, in addition to the applicable overtime, the dinner allotment in CMD 15.

B. Regular employees assigned to work less than a 40 hour week who work overtime are entitled to:

1) Straight time for worked overtime excluding unpaid mealtime, which results in less than 40 hours paid time in a work week.

2) Time and one half the employee's regular rate for worked overtime excluding unpaid meal time for all hours worked beyond the regular daily or weekly work schedule for that classification (usually 8 hour day and 40 hour week).

3) Double time for all hours worked in excess of 12 consecutive hours of actual work excluding unpaid mealtime.

C. Compensation for overtime hours worked, either pay or CTO, shall be at the discretion of the employee as long as the employee's CTO balance is below the maximum accrual rate set by the department and outside circumstances do not dictate the City pay the employee. Represented employees who voluntarily perform work for which the City receives payment from a company or business for time worked shall receive time and a half. When an employee is ordered to work an overtime work assignment under the same conditions, the employee will have the choice of CTO or overtime pay.

D. In lieu of receiving a CTO cash payout at retirement, the PSNSEA may vote to roll accrued CTO hours into the employee's VEBA account, subject to Association compliance with Federal rules associated with contributions of accrued time into a deferred medical expense account.

E. The maximum CTO accrual limit for employees in Unit 10 is 135 hours. Employees who previously were permitted to accrue in excess of 135 CTO hours will be "grandfathered" into compliance with this provision such that they will not be eligible to accrue or receive further CTO until they utilize sufficient CTO to bring them below the 135 hour threshold.

F. The Department Head or designee may, in his or her discretion, grant an exception to the 135 hour limit on a case-by-case basis in the case of an employee with an anticipated extended pregnancy, medical or FMLA leave who wishes to accrue additional CTO to use during the extended leave. An employee seeking to accrue CTO in excess of the 135 hour maximum under this paragraph must put the request in writing and identify in the request the justification for the request, including the amount of CTO in excess of 135 requested, why 135 hours of CTO will not be sufficient, and the approximate

time period during which the employee plans to take the identified extended leave. The Department Head may approve up to an additional 80 CTO hours. The decision of the Department Head shall be final and shall not be grievable or appealable.

G. Represented employees shall not be called back from their lunch break to perform duties they would normally handle during their on-duty time. Should they be called back during their lunch break, they will be given an alternative time for their lunch break or be compensated for the call back time at the appropriate overtime rate.

This section is not intended to dilute the Department Head's right to modify an employee's work schedule with appropriate notice to avoid the overtime assignment.

14. INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION

Workers authorized by the City's Workers' Compensation Administrator to undergo therapy or treatment due to an industrial injury, who are required to leave work, shall receive leave with pay, including reasonable travel time, providing the treatment falls within the normal working hours, is pre-scheduled and cannot be scheduled during non-work hours.

The City will continue payment toward health, dental and life insurance coverage for the employee and dependents up to the maximum amount allocated on the Salary Adjustment Form for an employee who is disabled from work because of a work related injury if the employee is no longer in a paid status sufficient to continue the coverage afforded under the terms of the program, subject to the following conditions:

A. The employee may not increase the existing coverage after the date of injury except to add children born within nine months of the injury.

B. Continuation toward payment of employee health/dental/life insurance coverage up to the maximum allocated on the Salary Adjustment Form is limited to one (1) year from the date of injury, unless the employee continues to be on temporary disability status for a Workers Compensation injury. Continuation toward payment of dependent health/dental/life insurance coverage up to the maximum allocated under Total Compensation is limited to one (1) year from the date of injury.

C. The employee has supplemented his/her workers' compensation benefit with sick leave, vacation, CTO or other paid leave sufficient to qualify for payment of the health/dental/life insurance premium and is no longer entitled to any salary from the City.

15. FLEXTIME

The City will continue the practice of Flexible Work Schedules, as specified in City Manager's Directive #46.

16. UNIFORM ALLOWANCE

A. The annual uniform allowance for any employee required to wear a uniform will be $525 per calendar year.

B. The applicable classifications include, but are not limited to: Community Service Officer I and II, Jail Service Officer, Fire Inspector, Fire Prevention Specialist, Fire Safety Aide, Police Records Specialist I and II, and Police Records Supervisor and persons working in the classifications of Communications Dispatcher I, II, III and Senior Communications Dispatcher will be required to wear an appropriate uniform as determined by the Police Chief after they begin physically working at the Santa Clara Police Department.

C. A uniform shall be defined as clothing required for work that is not suitable for wear outside of the work setting.

D. The daily uniform for Communications Dispatchers I, II, III and Senior Communications Dispatchers shall consist of a standard two or three button polo shirt with the appropriate Santa Clara Police Department insignia and khaki colored pants similar in style to "Dockers". In addition, Communications Dispatchers shall be required to possess and maintain a Class A uniform consisting of a white shirt with Santa Clara Police Department patches and dark pants to be worn for formal occasions such as City Council meetings, funerals, ceremonies, etc. The City will pay for the cost of the initial Class A uniform for Communications Dispatchers hired in the future.

E. For newly hired employees in the above listed classifications a credit for uniform purchase will be provided not to exceed $250. This $250 will be deducted from this employee's first uniform allowance payment. If during the first year of employment, the employee leaves his/her position in the above referenced classifications for any reason he/she will have this credited amount deducted from the final paycheck.

F. Uniform allowance will be paid bi-weekly.

G. Community Service Officers and Jail Service Officers will be provided the basic leather belt and accessories needed in the performance of their duties.

17. MILEAGE ALLOWANCE

Represented employees will be reimbursed for authorized use of a personal vehicle. The rate of reimbursement shall be the allowable standard deduction for mileage, which is permitted by the Internal Revenue Service in the filing of personal income tax returns.

This will exclude those employees guaranteed flat rate monthly mileage allowance.

18. AGENCY SHOP

A. The PSNSEA shall remain the sole and exclusive agent for all the employees covered by this agreement in Unit #10 without regard to membership in the PSNSEA, with respect to all matters relating to hours, rates, terms and conditions of employment and all other bargainable issues. The Employer further agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the PSNSEA with respect to such matters and will deal solely through the agency of and with the PSNSEA herein.

B. All employees who are members in good standing of the PSNSEA at the date of the signing of the contract and those employees who thereafter become members shall, as a condition of employment, remain members of the PSNSEA in good standing during the life of the agreement.

C. All employees in Unit #10, other than current employees as of December 31, 1985, within thirty (30) days of the date of their initial employment or the signing of the contract, whichever is later, shall be required to make payment of a cash sum as periodic dues to the PSNSEA, if such employee is a member thereof; or an equivalent sum, if not a member, as a charge for the services rendered and to be rendered hereunder by the PSNSEA as the exclusive bargaining agent, for the duration of the agreement. Permanent employees employed with the City as of December 31, 1985, have the option of whether or not they wish to join the PSNSEA.

D. In the event an employee neglects, fails or refuses to comply with the terms of Sections B or C above, the employer hereby agrees, upon the request of the PSNSEA, to discontinue the employment of any such employee. The PSNSEA agrees to give a delinquent employee ten (10) days' notice prior to seeking termination and the City is obliged to terminate for failure to pay sums due and owing.

E. A dues check-off or service fee check-off provision will be made available by the Employer to any employee who voluntarily agrees and executes a written authorization to the Employer.

F. An employee who has conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee is required, in lieu of periodic dues and initiation fees, to pay Agency Shop Fees in sums equal to the PSNSEA's regular dues and initiation fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by such employee and verified as being a qualifying organization by the PSNSEA.

G. The agency shop provision shall be rescinded by a majority vote of all the employees in the unit covered by such memorandum of understanding, provided that: (1) a request for such a vote is supported by a petition containing the signatures of at least thirty (30) percent of the employees in

the unit; (2) such vote is by secret ballot; (3) such vote may be taken at any time during the term of such memorandum of understanding, but in no event shall there be more than one vote taken during such term.

H. Any employee who claims financial inability to pay dues (or in lieu Agency Shop fees) may request a waiver of this requirement by filing a petition with the PSNSEA. If the PSNSEA finds that hardship exists, either a temporary or permanent waiver may be approved.

DEFINITION: For purposes of this Section, Agency Fee is defined as that portion of dues not attributable to social or political activities.

19. EMERGENCY PAID LEAVE POOL

ADMINISTRATION
Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board), consisting of two (2) members of the PSNSEA Board and the City Director of Human Resources (or designee). Determination of eligibility to use the vacation established in this Emergency Paid Leave Pool will be by majority vote of this board. An adverse decision of this board may be appealed to the PSNSEA Board of Directors and their determination shall be final.

METHOD OF DONATION

A. Contribution of vacation or CTO will be computed at the member's base hourly rate of pay (excluding premium or specialty pay).

B. Contribution may be made from earned vacation, CTO or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool.

C. In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, bypassing vacation conversion, computed at the contributing employee's base hourly rate of pay (excluding premium or specialty pay) may be made for the benefit of that specific employee who has the need.

D. Employee may authorize the City to automatically convert vacation that should be accrued to the employee to the pool when the employee's vacation accrual has reached the maximum allowed.

E. Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated. The Finance Department will report the status of the fund on a calendar quarter basis to the PSNSEA.

F. Employees may contribute earned vacation, CTO or cash to the Emergency Paid Leave Pools of other City bargaining groups.

USE OF POOL

A. Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency.

B. Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation, vacation or CTO) prior to becoming eligible to request Emergency Paid Leave benefits from the pool. Employees will be notified by the Human Resources Department when they first become eligible to request emergency leave benefits from the pool.

C. The maximum time available from the pool (subject to the assets of the pool) will be 160 hours (two [2] pay periods) for Emergency Paid Leave benefits due to the illness or injury of the employee or the maximum allowable accrual of vacation for emergency needs of the family of the employee.

D. Emergency Paid Leave will be deducted from the pool based upon the employee's base hourly rate of pay (excluding premium or specialty pay).

E. Emergency Paid Leave hours will be made available for use in the pay period following approval by the Association.

F. Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular vacation. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited vacation.

G. Emergency Paid Leave, which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, sick leave and other benefits, which have accrued to the employee will remain in the employee's account.

20. JURY DUTY

Represented employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the Court, provided the employee remits to the City all fees received from such duties and provided that the employee provides written proof from the Jury Commissioner for each day of jury duty which shows the time the employee has actually been present for assignment to jury duty. An employee who uses a private vehicle may keep any mileage fees. Employees who use City vehicles for travel to and from Court must remit jury and mileage fees to the City.

A. Swing shift personnel shall have release time on the day of Court attendance. Time spent in Court, including time spent traveling to and from Court, shall be considered as time worked and shall be deducted from the regular shift.

B. Graveyard shift personnel must be released from the shift prior to Court attendance. The time spent in Court, including time spent traveling to and from Court, shall be considered as time worked and shall be deducted from the regular shift. The balance of the shift will be offset by accrued vacation or CTO.

C. For departments with minimum staffing requirements, employees who have been released from work for Court appearance shall take the balance of their shift off as CTO or vacation. For departments without minimum staffing requirements, employees who are released from jury duty prior to the end of their regular shift shall have the option of requesting CTO or vacation for the remainder of their shift or of returning to work.

D. Employees who normally work a schedule which includes Saturday and/or Sunday as a part of their regular work schedule who are called to jury duty, and who request reassignment of their normal work schedule because of the jury duty, will be assigned to a week-day (normally Monday through Friday) work schedule with their normal shift reporting times.

E. Notwithstanding the above, dispatch personnel who may be called to jury duty will be assigned to the control room Monday through Friday for the hours of 0900 - 1700 to accommodate the possibility of being called to court during the day. They will not be included in minimum staffing.

If an employee learns in advance that the employee is actually required to report to court for jury duty, the employee's work hours will be 0800 - 1700 for that and any additional days the employee is required to report to court for jury duty. This schedule includes an unpaid hour off for lunch. If an employee is required to report to the court for jury duty but is excused by the court prior to completion of the employee's work day, the employee may either report to work for the balance of the work day or use CTO or vacation to account for any time in which the employee is neither present at work or required to be present at court.

21. RETIRED MEDICAL

The provisions for the PSNSEA participation in the CalPERS Health Insurance program adopted by the Addendum to the Memorandum of Understanding between the City and the PSNSEA dated June 16, 1987 are incorporated into this MOU.

22. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post-retirement medical benefit for employees. The City

previously stopped making contributions to PSNSEA employee VEBA accounts effective April, 2004 through December 26, 2009 and employee VEBA accounts remained open for other potential contributions. Effective December 27, 2009, the City began contributing $50 per month per represented employee. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participant's accounts. These contributions shall be made "below the line" on the Salary Adjustment Form (i.e. excluded from calculation of salary adjustments based on total compensation adjustments) but shall be included on Bay Area ERS total compensation surveys. Specific information regarding the Plan is referenced in the Plan Document.

A VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9), designed to accumulate assets to fund the future payment of qualified medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for non-medical purposes.

23. RETIREE MEDICAL REIMBURSEMENT BENEFIT

The Retiree Medical Reimbursement Benefit shall provide each employee who retires from the City with a CalPERS retirement with at least ten (10) years of regular City service with a reimbursement for unreimbursed single retiree health insurance premium beginning with the first full month after retirement from City service and ending with the last full month before the retiree's sixty-fifth (65th) birthday. Starting with the month in which the retiree turns age sixty-five (65), the reimbursement will be for unreimbursed Medicare single retiree supplemental health insurance premium. For premiums paid in calendar year 2012 that will be reimbursed in 2013, the City will reimburse up to $313 per month, including the PEMHCA minimum, for unreimbursed single retiree health insurance premium, or up to $188 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree supplemental health insurance premium. The amount of the City reimbursement will be adjusted thereafter once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.

Beginning in 2004, the City will fund this benefit with an amount to be determined by an actuary.

Each retiree will be required to submit proof of health insurance coverage to the City each year. The City will pay the reimbursement in a lump sum once per year.

24. LIMITED/ALTERNATIVE DUTY

JOB RELATED ILLNESS OR INJURY
Employees who have a job related illness or injury which requires him/her to be off work under Workers' Compensation, will be assigned to limited or alternative

duty under the following condition:

> Supervisors shall be advised of the medical condition of any industrial injury as soon as practical. Upon receipt of a Doctor's report which provides work limitations, the City may identify a regular or modified assignment for which the employee has the required experience and training to be eligible for assignment to. Such assignment may be based upon a 40 hour per week or less basis, if mutually agreed between the City and the employee.

Employees who have a job related illness or injury which requires him/her to be off work under Workers' Compensation or who do not qualify for limited or alternative duty will be reassigned to a Monday through Friday work schedule to keep required medical or other workers' compensation commitments.

NON JOB RELATED ILLNESS, INJURY OR CONDITION
Employees who have a non-job related illness, injury or condition which requires him/her to be off work may request to be assigned to limited or alternative duty. Nothing in these provisions is intended to imply that an employee has a right to a limited/alternative duty assignment, unless expressly provided by law. Such request will be accommodated, unless no appropriate limited or alternative duty assignment is available under the following conditions:

A. Identification by the City of a regular or modified assignment for which the employee has the essential experience and training to be eligible for assignment to. Such assignment may be based upon a 40 hour per week or less basis, if mutually agreed between the City and the employee.

B. Upon a written release from his/her doctor, subject to review by the City doctor, which allows the employee to perform all of the duties of the contemplated assignment.

C. Employees may account for his/her regular work schedule through a combination of limited or alternative duty hours and sick leave or other paid leave sufficient to maintain eligibility for regular accrual of benefits.

Under both of these limited or alternative duty assignments employees will be required to work their regularly scheduled number of hours (normally forty (40) hours) per week, unless such assignment is modified by mutual agreement between the City and the employee. It is recognized that performance of limited or alternative duty assignments will not be permitted to interfere with any medically related treatment designed to assist the employee to return to full, unrestricted duty in the earliest possible time frame.

All such assignments, and their duration, are temporary assignments and are subject to periodic sixty (60) day review of the employee's continued need for limited or alternative duty, the employee's continued ability to perform the limited or alternative duty and the department's ability to continue the employee in the assignment. All temporary assignments shall be at the employee's regular rate of pay.

In the event the Americans With Disabilities Act requires modification of the provisions of this section, it is agreed that the law will prevail.

25. AFFIRMATIVE RESPONSE TO EMERGENCY OVERTIME

It is the policy of the City of Santa Clara to avoid the necessity for overtime work whenever possible. The City recognizes, however, the obligation to provide services to the community and, on occasion, may require employees to extend work shifts or to be called back to work due to emergencies, personnel shortages, or required workloads. Employees contacted for overtime work have an obligation to affirmatively respond to this need unless incapacitated or due to extenuating circumstances beyond the control of the employee and reasonably acceptable to the City. Failure on the employee's part to affirmatively respond to such requests and/or to acceptably document such extenuating circumstances or incapacitation will be in violation of the City's rules and regulations and may be subject to formal disciplinary action. For purposes of this section, incapacitation commonly means that an employee is unable to respond to perform his/her duties because of his/her own sickness or injury, or because he/she does not feel capable of performing the duties of the assignment safely because of the ingestion of alcohol or other legal drugs or prescriptions. For purposes of this section, extenuating circumstances commonly means that an employee is unable to respond or perform his/her duties because of extraordinary circumstances such as being required to provide care for another person who is unable to care for him/herself, inability to obtain transportation to the work site, or an undue hardship that places the employee in a situation that he/she deems unsafe. In cases of extenuating circumstances, the employee is expected to notify his/her supervisor of the basis for the decision not to respond and a realistic time at which he/she will be able to report to work. Repeated instances where an employee is either incapacitated or has extenuating circumstances may be cause for the supervisor to review the situation and take appropriate corrective action. Employees provided with fewer than three (3) hours notice prior to the time they are required to report to work will receive 1.5 hours paid at time and a half, regardless of the time it actually takes the employee to report to work, and payment at time and half for any hours actually worked.

26. LAY-OFF POLICY

The need for reduction in force shall be determined by the City Manager as a result of the resource allocation plan adopted by City Council. The determination to reduce the work force shall contain reasons for reduction and a listing of programs, which are affected, and the specific City classifications and numbers within each classification, which shall be reduced.

In the event the City demonstrates it is necessary to reduce the work force of represented employees, the City agrees to meet-and-consult with the Bargaining Unit at least thirty (30) days prior to any layoff notifications to receive recommendations as to how best to accomplish this process with the least impact on represented employees, and to explore alternatives such as reductions in work hours, freezing of merit pay increases or similar programs which will result in reducing the City's labor costs.

If the City implements a reduction in work force, the City will administer the lay-off policy consistent with the following concepts:

A. ORDER: The order of lay-off shall be as follows:

1) Temporary (as-needed) employees in the classification identified for reduction.
2) Probationary employees in the classification identified for reduction.
3) Permanent employees in inverse order of seniority within the classification identified for reduction.

B. SENIORITY: Seniority shall be determined by the length of current, continuous, permanent service with the City, regardless of classification in which employed. Continuous service shall be defined as that which has not been interrupted by separation of service from the City. Seniority shall be retained, but shall not accrue, during any period of authorized leave without pay (more than 5 days), except for military leave.

C. NOTICE: When the City determines that it must implement a reduction in work force, notice to the employee shall be in writing at least thirty (30) days prior to the effective date of the lay-off. The Bargaining Unit shall also receive concurrent notification of lay-off. The notice of lay-off shall contain the following:

1) Reason for lay-off
2) Effective date of lay-off
3) Opportunity to discuss with a representative of management
4) Conditions governing re-employment
5) Information regarding Unemployment insurance

D. REASSIGNMENT (BUMPING): Employees identified for lay-off shall have reassignment rights (bumping) to the same classification in a different department or division based or to a previously held classification in which the employee attained permanent status based upon seniority as defined in Section B above. Employees must exercise these rights by notifying Personnel, in writing, within seven (7) calendar days after receiving written notification of the lay-off.

In the event of lay-off, any employee so affected may elect to:

A. Accept a position in a lateral or lower class in which he/she has permanent status, or a position in a lateral or lower class within the series containing the class from which the employee is being laid off, provided he/she is otherwise qualified and is more senior than the least senior employee in such lateral or lower class.

B. Accept a position in higher class, provided he/she has held permanent status in such higher class, and further provided that the employee's transfer from the higher class was voluntary and occurred during his/her current period of employment and provided he/she is otherwise qualified and is more senior than the least senior employee in such higher class.

C. Accept a vacant position in a lateral or lower class for which he/she is otherwise qualified.

D. Any employee entitled to an option noted above, which involves assignment to a lower classification, may elect to be placed on lay-off in lieu of accepting such assignment to the lower class. In the event the employee elects to be placed on lay-off, such employee will only be recalled to the classification from which the employee elected to be placed on lay-off. The decision to not accept assignment to a lower classification may adversely affect the employee's ability to collect unemployment insurance.

RE-EMPLOYMENT/REINSTATEMENT LISTS
The names of regular or probationary employees laid-off according to this policy will be placed on a Re-employment List for each classification for which the employee is eligible in the inverse order of the lay-off. Individuals' names will be retained on a Re-employment List for classified positions for the shorter of either two (2) years from the effective date of lay-off or the date on which a laid off employee rejects an offer of re-employment in the classification from which the former employee was laid off. Employees whose names are on a Re-employment List for classified positions will be notified of other related openings for which testing is scheduled.

In the event an employee accepts reinstatement to a lower class than the one from which laid off, such person's name shall remain on the Re-employment List for reinstatement to the class from which laid off, lateral classes or other higher classes upon which his/her name appears provided such person, except for lack of seniority, would have been otherwise entitled to such lateral class at the time of the most recent lay-off. Laid off persons who are re-employed under this provision shall be reinstated with/to the same seniority, pay step and pay step anniversary date, and leave accrual rates as at the time they were laid off. Employees whose names are on a Re-employment List for classified positions will be notified of other related openings for which testing is scheduled.

27. <u>UNPAID TIME OFF</u>

The Federal Family and Medical Leave Act and the California Family Rights Act shall prevail for any employee on personal or family medical leave.

Unpaid Time Off shall be granted under the following conditions:

A. The City Manager shall be authorized to grant up to one (1) year leave of absence without pay for medical or personal reasons or personal development.

B. Employees granted either such leave of absence will be returned to the same department and classification and the same salary range that would be in effect if they had not been on leave of absence, except that the leave time will not be included in length of service, upon resumption of their City employment.

28. PERMANENT PART-TIME EMPLOYEES' WORK HOURS

Represented permanent, part-time employees shall have priority over as-needed employees to request assignment to work hours assigned to full-time or permanent part-time positions which are within the employees classification and which become available in that given department or division, to a maximum of 40 hours per week. In giving consideration to granting the request for additional work hours, the department head will take into consideration the employee's ability to work the hours requested without impact on his/her own regular work schedule and the employee's ability to perform the full range of duties required in the assignment. The determination of the need to assign personnel to fill temporary work hours is reserved to the department head.

NOTIFICATION OF TRANSFER OPPORTUNITIES
Permanent, part-time or full-time employees seeking to increase, reduce, or maintain their work hours shall be given notification and the opportunity to request a transfer to any open position in the City within that classification. A permanent, part-time employee's request to transfer to another position within the same classification will be given the same consideration as any other transfer candidate for the vacant position. Transfer candidates will be evaluated, along with other qualified candidates, based on their ability to perform the full range of duties required in the assignment. The determination of the need to fill a vacant position is reserved to the City Manager.

29. STEP INCREASE EFFECTIVE DATE

Step increases will be applied as follows:

A. Employees who have an anniversary date that falls within the first week of the pay period and who have been approved for a step increase will be adjusted on the beginning day of the pay period during which the anniversary date falls.

B. Employees who have an anniversary date that falls within the second week of the pay period and who have been approved for a step increase will be adjusted on the beginning day of the pay period immediately following the anniversary date.

C. Employees who have passed their probationary period will receive a step increase on the pay scale for their job classification each year on their anniversary date until reaching salary Step '5'.

D. Employees will receive an increase to Step '6' on their anniversary date on the pay scale for their job classification if they are at Step '5' for at least one year and have at least ten years of continuous, regular City service.

E. Employees will receive an increase to Step '7' on their anniversary date on the pay scale for their job classification if they are at Step '6' for at least one year and have at least fifteen years of continuous, regular City service.

30. REDUCED WORK WEEK/REDUCED PAY AND VOLUNTARY TIME OFF (VTO)

Employee participation in this plan is contingent upon the City's understanding and agreement that employee participation cannot be interpreted as anything other than a temporary and limited good faith effort being made by the employee to do his/her part to help ease the current budget crisis. This is not to be construed as a representation of employee commitment to a permanent program or an admission of any kind that the employee would not be harmed by such a plan becoming mandatory.

REDUCED WORK WEEK/REDUCED PAY
Employees may request a reduced workweek schedule (32 hours per week instead of 40 hours per week, for example) at the same hourly rate of pay, subject to the following conditions:

A. With the approval of the Department Head and the City Manager, a binding work schedule as requested by the employee will be developed that may be modified only with the approval of both the City and the employee.

B. More than a 20% reduction of the work week in a pay period will result in proportionate reduction of accrual of sick leave and vacation.

C. No reduction of insurance premium payment or refund as long as sufficient hours are worked to allow for full payment of the premium for an employee working a full time work schedule. If the number of hours worked is less than the number required for full payment of premiums or refunds, the premium or refund payments will be reduced in proportion to the hours required to gain full credit.

D. Impact on retirement and other benefits will be determined by the application of actual work hours and rates of pay required under each of those programs.

E. Overtime hours will be paid at the straight time rate for hours worked which is less than the employee's regular daily work schedule or 40 hours per week. Overtime hours worked in excess of the employee's regular daily work schedule or more than 40 hours per week will be at the appropriate overtime rate.

F. Cancellation of the employee's participation in the program will be by mutual agreement of the employee and the Department Head, with the approval of the City Manager.

VOLUNTARY TIME OFF
Employees may request voluntary unpaid time off under the following conditions:

A. Approval of a work schedule that does not adversely impact the operations of the department or other employees in the work unit with the approval of the Department Head and the City Manager.

B. No impact on either sick leave or vacation accrual if sufficient hours are worked in a pay period to entitle the employee to his/her regular accrual rate for either benefit.

C. No reduction of insurance premium payment or refund as long as sufficient hours are worked to allow for full payment of the premium for an employee working a full time work schedule. If the number of hours worked is less than the number required for full payment of premiums or refunds, the premium or refund payments will be reduced in proportion to the hours required to gain full credit.

D. Voluntary time off may be taken without the employee first using all of his/her accrued Compensatory Time Off (CTO).

E. Employee may cancel his/her participation in the program with a notice time agreed upon at the time of the granting of the request, which will be sufficient to allow the department head to accommodate the request.

F. Cancellation of the employee's participation in the program will be at the discretion of the Department Head with the approval of the City Manager.

31. ADA STATEMENT

The City shall comply with the Americans With Disabilities Act.

32. SAFETY EQUIPMENT

The City will continue the current policy to provide safety and/or protective equipment and/or clothing for use by the employee while performing his/her normal duties or during inclement weather or in other occasional special assignments or conditions.

33. REST PERIOD FOLLOWING EMERGENCY WORK

Any employee working eight (8) or more hours at the overtime rate during the fifteen (15) hour period immediately preceding the beginning of his/her regular work shift shall be entitled to a rest period of eight (8) consecutive hours on the completion of such overtime work with the following provisions:

A. No employee shall be required to work in excess of sixteen (16) hours without rest unless an emergency is investigated and continued work is deemed necessary to prevent extreme property damage or to preserve human life.

B. If the eight (8) hour rest period overlaps his/her regular work shift in whole or in part, he/she will be paid at the straight-time rate for the time, which falls within his/her regular work shift.

C. If the eight (8) hour rest period overlaps a portion of the first half of his/her work shift, the employee may be excused from work until the beginning of the second half of said shift. If the eight (8) hour rest period overlaps a

portion of the second half of his/her work shift, he/she may be excused from work until the following work shift. He/she will be paid, however, for that portion of the rest period, which overlaps his/her normal working shift. He/she will not be paid for the time between expiration of the rest period and his/her reporting for work.

D. Hours worked prior to an eight (8) hour rest period shall not be included in determining another rest period.

E. If the employee is called back to work during his/her eight (8) hour rest period, a new rest period will commence at the conclusion of such work.

F. Any employee who works a minimum of three (3) hours of emergency overtime between the hours of 11:00 p.m. and 6:00 a.m. will receive an eight (8) hour rest period commencing at the time of release from duty.

G. Notwithstanding the foregoing, if the employee is required to work during regular work hours on a work shift without having had a rest period of eight (8) hours, for which he/she has qualified as set forth above, he/she shall be paid at the overtime rate for all work performed until he/she has been released from duty for at least eight (8) hours.

34. ALTERNATE WORK SCHEDULE

In or prior to November, 2011, the Association may propose implementation of an alternate work schedule for Communications Dispatchers. No such schedule will be implemented without Association and City agreement on the specific schedule and conditions of the schedule.

35. PAID MEAL BREAK

Employees in all Communications Dispatcher classifications and in the classifications of Police Records Specialist II, Police Records Supervisor, Community Service Officer II, Community Service Officer I, and Jail Service Officer will be paid for the meal break during the regularly scheduled shift and will be subject to call back during the meal period.

36. BILINGUAL PAY

A represented employee shall be entitled to receive, in addition to the employee's regular compensation, forty-five dollars ($45.00) per bi-weekly pay period for bilingual skills if the employee meets the following criteria:

- Certification from the City, by oral examination, that the employee possesses the needed language skills.
- A decision by the applicable Department Head that there is a significant need or benefit, on a regular basis, to having the employee certified in a particular language other than English.
- Certifications required and obtained above will not necessarily follow an employee if transferred or promoted.

37. DOMESTIC PARTNERS

The City shall make all benefit programs available to employees, dependents and domestic partners, subject to the requirements of each benefit provider.

38. PAY PERIODS

Allowances/payments or accrual rates that are an agreed upon amount per month or year but are paid for administrative purposes in incremental amounts each pay period, shall be the same total amount per year in years in which there are 27 pay periods instead of 26 pay periods. This clarification is not intended to and would not modify anyone's salary/pay rate.

39. FLEXIBLE SPENDING PLAN INTERNAL REVENUE CODE SECTION 125

The City will make available a Flexible Spending Plan under the Internal Revenue Code Section 125 for employees. Employees may contribute pre-tax (federal, state, FICA) dollars for dependent care and qualified un-reimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Code. Detailed information will be available in the Summary Plan Document.

The City will pay the administrative expenses for the plan. This Plan is voluntary and participating employees will pay the monthly participation cost. The monthly participation cost will be considered pre-tax, as defined above, under Internal Revenue Code Section 106. Participating employees will be provided with an Employee Plan Summary and regular statements regarding the status of their flexible spending accounts.

40. EMPLOYEE ASSISTANCE PROGRAM

The City agrees to provide a confidential Employee Assistance Program to be funded outside of Total Compensation each year.

41. CHEMICAL TESTING

It is the policy of the City of Santa Clara, the Santa Clara Police Department and the PSNSEA to provide and maintain a drug and alcohol free work environment for all employees. The above parties recognize and agree that the duties, responsibilities and actions of Police Department personnel may expose the City, the Department and its employees to possible civil or criminal liabilities in the area of drug and alcohol use. In order to address the above concerns, all parties agree as follows:

It will be the responsibility of any represented employee to comply with the Santa Clara Police Department policy on drug and alcohol use, and pursuant thereto, to submit to a blood or urine test as appropriate, and chosen if only alcohol is suspected. All chemical testing shall be administered in a medically approved manner and as soon as practical after being ordered, but no later than six (6) hours after the incidents in the case of subsection A, B, or C listed below, whether the employee is on duty or off-duty at the time of the occurrence

whenever any of the following occur:

A. Any traffic accident involving an employee operating a City-owned vehicle which results in death of another or any traffic accident involving an employee operating a City-owned vehicle which results in serious bodily injury to another, and the employee appears to be the proximate cause of the incident.

B. Any incident where the Chief of Police or his/her designee has a reasonable belief based upon objective symptoms that an employee is in violation of the departmental policy on drug or alcohol use. The verbal order to submit to a chemical test shall set forth the reasons for the test(s) and shall be followed at the time the test is administered by a written statement of the order.

C. Employees being assigned to, or being rotated out of specific assignments shall be subject to drug testing at the beginning and at the end of such assignments. These assignments include Evidence Custodian or Relief Evidence Custodian.

D. Any incident where the Chief of Police or his/her designee develops reasonable suspicion that an employee has used illegal drugs. Reasonable suspicion will be defined as that quantity of proof or evidence that is more than a hunch, but less than probable cause and must be based on objective and articulated facts sufficient to lead a reasonable, prudent supervisor to suspect that an employee has used illegal drugs.

   The following examples, alone or in combination, may constitute reasonable suspicion:

   1) A pattern of documented abnormal or erratic behavior that indicates potential drug use;

   2) Direct observation of drug or alcohol use by a reliable and credible source;

   3) Corroborated information provided by a reliable and credible source that an employee has engaged in illegal drug use, the identity of which source shall be available to the employee and the PSNSEA.

Demands for drug or alcohol analysis by supervisors, which are determined to be malicious will not be tolerated and may subject the directing individual to disciplinary action.

"Designee" is defined as any sworn Santa Clara Police Officer with the rank of Assistant Chief, Captain, Lieutenant or Sergeant.

"Serious bodily injury" is defined as a serious impairment of physical condition, considerably beyond a complaint of pain or minor injury that requires immediate professional medical treatment at a hospital or similar facility.

In the event any portion of the Chemical Testing policy herein described in this

MOU is in conflict with any non-negotiated policy, procedure, manual or directive, including the Police Operations Manual, the provisions of this MOU shall prevail.

Nothing is this section shall prevent any represented employee from voluntarily requesting or providing a chemical sample if deemed appropriate by the employee.

42. TRAINING PAY

Community Service Officer II's assigned as Field Training Officers to train newly hired Community Service Officers, and Police Records Specialist II's assigned to train newly hired Police Records Specialists will be entitled to premium training pay of five percent (5%) for actual hours worked performing those duties.

43. CROSS REFERENCE OF EMPLOYMENT RELATED MATERIALS

The City shall cross-reference all pertinent sections of the Personnel & Salary Resolution, Civil Service Rules & Regulations, City Manager's Directives, and other significant documents, which pertain to employment with the City of Santa Clara. This cross-reference will be attached as an Exhibit to these Terms and Conditions.

44. NEGOTIATIONS PREPARATION

Members of the PSNSEA's negotiating team shall have the right to be released from work duties with pay for a reasonable amount of time in conjunction with and before or after Meet and Confer sessions with the City for the purpose of negotiations preparations.

45. EMPLOYEE RIGHTS

All rights, privileges and working conditions enjoyed by the classifications represented herein, as defined in Personnel and Salary Resolutions No. 4652, dated May, 1983, and City of Santa Clara Resolution No. 2979, entitled "Employer-Employee Relations" dated December, 1972, and other City resolutions, if any, dealing with employee rights and benefits shall not be reduced during the term of these Terms and Conditions except in accordance with the provisions of these Terms and Conditions.

For the duration of these Terms and Conditions, except as provided herein, the wage and fringe benefits provided members of the PSNSEA shall not be reduced except by mutual agreement between the Management of the City of Santa Clara and representatives of the PSNSEA.

46. MANAGEMENT RIGHTS

Subject to State law and the provisions of City of Santa Clara Employer-Employee Relations Resolution, the rights of the City through its Council and Management include, but are not limited to: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment

and promotion; establish and enforce dress and grooming standards; direct its employees; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City; to assign work to and schedule employees in accordance with requirements as determined by the City including but not limited to: establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause; establish and modify probationary periods and reasonable employee performance standards including, but not limited to, quality, and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The City Council on its own behalf and on behalf of the City hereby retains and reserves unto itself all rights, power, authority, duty, responsibility and obligations conferred on and vested in it by the laws and Constitutions of the State of California and the United States of America. The exercise of such rights, power, authority, duty, responsibility and obligations by the City Council and the adoption of such rules, regulations, policies as are necessary and as they apply to employees represented by the PSNSEA shall be in accord with these Terms and Conditions to the extent that they do not violate any of the reserved duties, responsibilities and obligations conferred on and vested in it by the laws, Charter of the City, Constitutions of the State of California, and the United States of America.

47. CHANGES IN LAW

Notwithstanding the foregoing, however, in the event any portion of these Terms and Conditions is declared null and void by superseding Federal, State or City law, the balance of these Terms and Conditions shall continue in full force and effect, and the parties shall immediately commence the meet and confer process to ensure that the superseded portions shall be rewritten to conform as nearly as possible to the original intent.

The City reserves the right to consider required organizational and operational changes in the economical and efficient operation of the Departments whenever existing or future statutes bring about additional monetary costs.

FOR THE CITY OF SANTA CLARA

Edward Kreisberg

Date: 10/22/14

Elizabeth C. Brown

Date: 10/22/2014

Vanessa Guerra

Date: 12/1/14

Cpt. Dan Winter

Date: 12/2/14

FOR THE CITY OF SANTA CLARA PUBLIC SAFETY NON-SWORN EMPLOYEES' ASSOCIATION

Peter Hoffmann

Date: 12/19/14

Mike Clark

Date: 10/22/14

Troy Morgan

Date: 10/22/14

Lee Jett

Date: 11-5-14

Cpt. Phil Cooke

Date: 10-27-14

Erika Cramer

Date: 10/22/14

Rachel Thomas

Date: 10/22/14

Betty Oliveira

Date: 10/22/14

APPROVED: _____ _____
Julio J. Fuentes, City Manager Date

APPROVED BY THE CITY COUNCIL ON: _____

ATTEST: _____ _____
Rodney Diridon, Jr., City Clerk Date

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B.11

Date: February 13, 2015

To: City Manager for Council Action

From: Sheila Tucker, Assistant City Manager

Subject: Approval of an Agreement for the Performance of Services with GlobalFluency, Inc. for Branding and Marketing Implementation Services

EXECUTIVE SUMMARY:

In May 2014, staff sought professional services from marketing firms to assist the city in developing a new brand and to provide ongoing advertising and public relations services. The requests for proposals was divided into two phases: Phase I included assisting the city in developing a new brand, and Phase II would provide ongoing marketing and public relations support to launch the new brand. Following a panel evaluation and oral interviews, Red Peak Group was selected as the recommended firm to develop the city's new brand. On February 3, 2015 Council unanimously approved the Marketing Committee's recommendation for a new tagline, logo and tagline lockup, city seal, color palette, fonts, graphic elements and icons. Recommendations for the final assets and templates will come before the Council in March 2015.

With the near completion of Phase I, staff is recommending approval of an agreement with GlobalFluency, Inc. for ongoing marketing and communications services. GlobalFluency submitted a proposal in response to the city's request for proposals in 2014 and is a full service marketing and communications firm headquartered in San Jose, CA and has been in operations since 1987. Initial activities and deliverables through June 30, 2015 will include: 1) redesigning the city's website and content, 2) developing messaging architecture that helps translate the "Center of What's Possible" into tangible talking points and proof points that the city can use to share the Santa Clara story, 3) creating an a employee and stakeholder presentation to showcase the new brand, 4) developing a series of "Possibility Profiles" to showcase the people in Santa Clara who are behind the possibilities to be used across websites, marketing materials and media relations to leverage the success stories of real people and businesses in Santa Clara to demonstrate what is possible – and how Santa Clara is at the Center of What's Possible, and 5) developing a launch strategy (summer 2015) and campaign for 2015-16, and an on-going brand implementation plan beyond 2016. In addition, GlobalFluency will provide media relations support, branding and collateral support and monthly reporting and metrics to measure success. Staff will return to Council in June 2015 with the launch strategy and recommendations for the 2015-16 campaign for brand execution.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The consultant services provided by GlobalFluency, Inc. are required in order to effectively launch the city's new brand and to market and communicate its clear identity, programs and services of the city, and support the ongoing marketing and public relations needs of the city.

ECONOMIC/FISCAL IMPACT:

The service agreement provides for a retainer of GlobalFluency, Inc. at $16,000 per month or $64,000 over the term of the agreement, which covers marketing and media communications support; strategic planning; consulting services; client communications; writing, design and layout services; production management; and other related in-house tasks. Sufficient funds are available in City Manager's Office unassigned reserve community promotion account [001-1042-87710-(I)2131].

RECOMMENDATION:

That the Council approve, and authorize the City Manager to execute, an Agreement for the Performance of Services with GlobalFluency, Inc., in an amount not to exceed $64,000, for branding and marketing implementation services.

Sheila A. Tucker
Assistant City Manager

APPROVED:

for Julio J. Fuentes
City Manager

Certified as to Availability of Funds: OK.LF
001-1042-87710-(I)2131 $ 64,000.00

for Gary Ameling
Director of Finance/
Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Agreement

Ebix Insurance No. *_____

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND GLOBALFLUENCY, INC.

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of _____, 2015, ("Effective Date") by and between GlobalFluency, Inc., a California corporation, with its principal place of business located at 1494 Hamilton Avenue, San Jose, CA 95125 ("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";

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.

City employs Contractor to perform the services ("Services") more fully described in Exhibit A entitled, "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and incorporated by this reference. Except as otherwise specified in this Agreement, Contractor shall furnish all necessary technical and professional services, including labor, material, equipment, transportation, supervision and expertise to satisfactorily complete the work required by City at his/her own risk and expense.

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 July 31, 2015.

3. 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.

4. 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.

5. 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.

6. 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.

7. BUSINESS TAX LICENSE REQUIRED

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who

transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

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 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. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

24. 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.

25. 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.

26. 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.

27. NOTICES.

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

City of Santa Clara
Attention: City Manager's Office
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 241-6771

And to Contractor addressed as follows:

Name: GlobalFluency, Inc.
Address: 1494 Hamilton Avenue
San Jose, CA 95125
or by facsimile at (408) 677-5301

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.

28. 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.

29. 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.

30. 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.

31. 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."

32. 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"

GLOBALFLUENCY, INC.
a California corporation

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

Name: Liz Miller
Title: Senior Vice President
Local Address: 1494 Hamilton Avenue
San Jose, CA 95125
Email Address: lmiller@globalfluency.com
Telephone: (408) 677-5320
Fax: (408) 677-5301

"CONTRACTOR"

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GLOBALFLUENCY, 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, "Brand Santa Clara Launch: *Introducing the Center of What's Possible*" which is attached to this Exhibit A.

Project Proposal

Contact: **Sheila Tucker**
Assistant City Manager
City of Santa Clara
stucker@santaclaraca.gov

Project: **Brand Santa Clara Launch:** *Introducing the Center of What's Possible*

Timeline: February 2015 – July 2015

Program Elements & Deliverables

- **Santa Clara City Website Content and Design**
  GlobalFluency will design and product programming ready files for the new City of Santa Clara web site, defining site layout, templates for pages and flow and overall user experience. GlobalFluency will work with the City of Santa Clara's Marketing and IT teams to ensure site design will be optimal for both content, experience and technology requirements and are programming ready for proper implementation.

  - Strategic Planning and Architecture:
    - Site map, content map and wire frames
  - Design and Content Development:
    - All section and page designs and templates (eg: home page, section landing pages, second and third tier content pages)
    - Design of special feature sections (eg: Super Bowl event pages, Center of What's Possible Feature or info pages, etc)
    - Content for special feature sections with special attention on integrating new brand messaging into new features and existing content requirements
    - Design of partner web link banners and buttons
  - Project Management:
    - Aligning work-plans between GlobalFluency, City of Santa Clara IT, VISION Internet, and City Manager's Office (content development & departmental coordination)

- **City of Santa Clara Messaging Architecture Development**
  GlobalFluency will establish a comprehensive messaging architecture that helps translate the "Center of What's Possible" into tangible talking points and proof points that city constituents can use to share the Santa Clara story. This document and corresponding tools will help internal and external shareholders turn the brand message into real conversations.

- Content Development:
  - Establish core positioning statements, brand key words, key message points and proof-points for each core message, all tied back to primary brand positioning of "Center of What's Possible"
  - Deliver messaging document – single page to be distributed to all stakeholders
  - Design and deliver "Message in Your Wallet" guide to new brand messaging and talking points
- Strategic Guidance and Stakeholder Engagement
  - Present messaging architecture to key stakeholders to ensure buy-in, excitement and proper implementation of new brand messaging

- **PowerPoint Presentation Creation**
  GlobalFluency will develop a new stakeholder PowerPoint presentation to showcase the new brand messaging as it relates to for stakeholder bases. This presentation will be suitable for use by media (to learn a broad overview of Santa Clara), but internal stakeholders (to get excited by the new messaging), for economic development activities (to provide broad overview/introduction to Santa Clara) and to share with public organizations (to be used as part of their HR tool-kit to get employees excited about moving to Santa Clara).

  - Design Santa Clara Power Point template based on new brand design direction
  - Develop all content, including graphics, for PowerPoint presentation

- **Content Development: What's Possible Profiles**
  GlobalFluency will kick off develop a series of "Possibility Profiles" to showcase the people in Santa Clara who are behind the possibilities. This content will be used across websites, marketing materials and media relations to leverage the success stories of real people and businesses in Santa Clara to actually demonstrate what is possible – and how Santa Clara is at the Center of What's Possible. Key stakeholders to be interviewed will include city stakeholders and employees to generate additional excitement over the new brand.

  - Content Development:
    - Conduct initial interviews (up to 5 interviews) will be key business leaders in the city; entrepreneurs and local residents nominated by Council leaders; City employees who have inspirational tales to tell
    - Develop articles / summaries from interviews
    - Develop Profile template (Web and print) based on new Santa Clara branding
    - Design Possibility Profiles with images, graphics and article text
    - Create up to 5 video based profiles / interviews

- **Media Relations Support**
  GlobalFluency will engage in a targeted media relations strategy, reaching California based (non-Sillicon Valley) media to showcase and tell the new Santa Clara story while also engaging with National media writing stories on opportunity, entrepreneurship, business growth, and development, etc stories to get Santa Clara involved in key stories.

- **Branding & Collateral Support**
  GlobalFluency will support City of Santa Clara requests for collateral and materials to translate the new brand message look & feel to key material needs.
  - Initial deliverables to include:
    - Street Banners
    - Digital Banners for signage
    - Full Page Advertising (Sizes TBD) – For example, SV Biz Journal advertising opportunity (Does not include advertising placement costs)

- **Monthly Reporting & Metrics**
  GlobalFluency will prepare a monthly progress and metrics report to cover all projects undertaken to support the City of Santa Clara and the launch of the new brand message.
  - Core Metrics:
    - Program / Campaign progress
    - Adoption and feedback from core stakeholders
    - Media Relations measures: Story count, quality, tonality, reach, circulation and audience
    - Key impact goals across residents, businesses and visitors including site visits, business inquiries and requests for more information
  - Individual Project Tracking:
    - Project timelines & tracking
    - Project milestones and review requirements
    - Approval tracking and confirmation

- **Launch Plan & Brand Introduction Strategy**
  GlobalFluency will develop a launch plan to map introduction plans, timing, budgets and expected outcomes to introduce the world to the City of Santa Clara's new brand.
  - Launch Strategy & Campaign 2015 - 2016:
    - Campaign outlines
    - Duration & Budgets
    - Deliverables & materials scoped
    - Media Relations planning
    - Social Media strategy reaching across all departments and social channels
    - Advertising
    - Mobile strategy to include advertising opportunities
  - On-Going Brand Implementation Strategy Beyond 2016
    - Overview of brand executions
    - Capital improvement plan requirement outlines
    - Long Term goals and needs

AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT B

SCHEDULE OF FEES

In no event shall the amount billed to City by Contractor for services under this Agreement exceed seventy five thousand dollars ($64,000), subject to budget appropriations. Contractor fee schedule is attached to this Exhibit B.

Schedule of Fees

Contact:	**Sheila Tucker** Assistant City Manager City of Santa Clara stucker@santaclaraca.gov
Project:	**Brand Santa Clara Launch:** *Introducing the Center of What's Possible*
Timeline:	February 2015 – July 2015

Fees & Billing Schedule

GlobalFluency proposes billing the City of Santa Clara as a monthly retainer client, enabling us to complete all outlined deliverables and projects as outlined in the Project Proposal and Scope of Work. The total amount billed across the 4-month contract will not exceed $64,000 and will be billed in equal, monthly payments of $16,000 per month starting with March 2015.

Each month, GlobalFluency will provide a breakdown of hours allocated to individual projects, providing total visibility into project advancement and team allocations across various projects. To accurately measure value for service, GlobalFluency will also provide a contracted hourly-rate overview for all team members working on the City of Santa Clara project to demonstrate time spent, projects completed and value for service across all services. The hourly rate will be a discounted flat rate based on title and responsibility.

The top-line projects covered by this fee schedule are as follows:

- **Santa Clara City Website Content and Design: Phase 1**
- **City of Santa Clara Messaging Architecture Development**
- **PowerPoint Presentation Creation**
- **Content Development: What's Possible Profiles**
- **Media Relations Support**
- **Branding & Collateral Support**
- **Monthly Reporting & Metrics**
- **Launch Plan & Brand Introduction Strategy**

Monthly Fee	$16,000
Timeline	Agreement end date of July 31, 2015

Hourly Rate Schedule

Role	Name	Title	Rate/HR
Strategic Lead	Liz Miller	SVP	$150
Day-to-Day Account Lead	Kevin Sugarman	Director	$100
Associate	Ashlee Tsukushi	Associate	$50
Associate	Brittney Coleman	Associate	$50
Junior Associate	Amadine Aubin	Jr. Associate	$40
Creative Director	Natalie Fleisher	Director	$100
Graphic Designer	Stephen Meduri	Designer	$50
Graphic Designer	Kristin Garnell	Designer	$50

Specific names and team subject to change by GlobalFluency with exception for Strategic Lead, Account Lead and Creative Director who are guaranteed to remain with project throughout contracted time.

Out of pocket costs for production (print production, banner production, etc), placement (any advertising placement costs or fees) or expenses including press release wire distribution, advertising placement, etc will not be covered by the fee structure covered above. Should the City of Santa Clara ask for production services, quotes from vendors will be obtained and agreed upon by the city and all approved expenses will be billed back to the City by GlobalFluency without mark-up or service fee.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

   $1,000,000 each occurrence
   $1,000,000 general aggregate
   $1,000,000 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 minimum policy limits of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars ($1,000,000) policy limit Illness/Injury by disease, and one million dollars ($1,000,000) for each Accident/Bodily Injury.

2. The indemnification and hold harmless obligations of 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 City Manager's Office

P.O. 12010-S2	or	151 North Lyon Avenue
Hemet, CA 92546-8010		Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

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

AGREEMENT FOR THE PERFORMANCE OF SERVICES
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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[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.

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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.

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CITY OF SANTA CLARA, CALIFORNIA
AND
GLOBALFLUENCY, 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.

GLOBALFLUENCY, INC.
a California corporation

By: _____
Signature of Authorized Person or Representative

Name: _____

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.

2-24-15

7C.1

MINUTES OF THE REGULAR MEETING OF THE PARKS & RECREATION COMMISSION
November 18, 2014

COMMISSIONERS PRESENT: Chuck Blair, George Guerra, Mike O'Halloran, Andrew Knaack, Roseann Alderete LaCoursiere, Tino Silva, Kevan Michael Walke.

STAFF: Parks & Recreation Director; Dale Seale, Deputy Parks & Recreation Director; Patricia Lord, Recreation Manager.

MEMBERS OF PUBLIC: Gloria McClain.

MATTERS FOR COUNCIL ACTION— None.

I. CALL TO ORDER/ ROLL CALL/ ORDER OF AGENDA

On behalf of Chair Silva, the meeting was called to order by Commissioner Knaack at 7:00 p.m. A motion to excuse Commissioner Guerra was made and seconded by Commissioner Walke passed (6-0). The Commission approved the order of the agenda and Commissioner Knaak yielded to Chair Silva. Chair Silva made a motion to take a short recess so that the Commission could attend the Council meeting to hear Council agenda items pertaining to Parks & Recreation. The meeting was reconvened by Chair Silva.

II. APPROVAL OF MINUTES

On a motion by Commissioner Guerra and a second by Commissioner LaCoursiere, the Commission approved (7-0) the minutes of the Regular Meeting of October 21, 2014.

III. CORRESPONDENCE/COMMUNICATIONS

The Commission reviewed a letter about Ulistac Natural Area; on a motion by Commissioner LaCoursiere and second by Commissioner Walke, the Commission (5-0-2) requested more information. Commissioners reviewed a letter acknowledging Kiwanis Club in-kind donations and support of the 2014 Art & Wine Festival. Commission reviewed Council actions from recent agendas.

IV. OLD BUSINESS- None.

V. NEW BUSINESS

Commission discussed possible expansion of Santa Clara Senior Center programs and facility hours. On a motion and second by Commissioner Walke, the item was tabled (7-0) for discussion pending additional information.

VI. STAFF REPORTS

A.) Deputy Director Seale provided an update on various park and cemetery projects. The Department is working on procurements for outdoor fitness equipment, playground rehabilitation, picnic area improvements, tennis court repair, and other park improvements. Staff is working lighting improvements at Henry Schmidt Park and Earl Carmichael Park Gymnastics Center. Playground rehabilitation at Bracher Park is on track for spring demolition/construction. Staff supported irrigation system diagnostics and repair at Lou Vierra Field in collaboration with PONY Baseball. New trees were planted at Henry Schmidt Park.

The International Swim Center & Community Recreation Center Rehabilitation Project is moving forward with lead architect ELS Architecture and Urban Design for schematic architectural design, engineering, strategic communication, financial analysis, and CEQA support services. Additional consultants will be needed to support the efforts such as Environmental study consultant, Site survey work, and geotechnical engineering. Staff is negotiating an MOU with ISHOF that would provide the terms of agreement to be negotiated in an ISHOF move from Florida to Santa Clara. The MOU would be reviewed and approved by Council.

B.) Recreation Manager Lord provided recreation program updates. Tree Lighting will be held on December 6th at Civic Center Park. Nutcracker performances will take place December 5th -7th at Mission City Center for Performing Arts. Other holiday activities include the Breakfast with Santa on December 13th and the Evening with Santa on December 18th.

VII. COMMISSIONERS' REPORTS

Commissioner Blair— Acknowledged work done by Park's staff at Lou Vierra Field and Central Park.

Commissioner Guerra— Visited Central Park and attended *Wrestlemania* at Levi Stadium.

Commissioner O'Halloran— Attended Veteran's Day ceremony, the Craft fair and *Wrestlemania* at Levi's Stadium.

Commissioner Knaack— Attended the Roberta Jones Junior Theatre production of *A Year with Frog and Toad.*

Commissioner LaCoursiere- Attended Veterans Day ceremony at Central Park.

Commissioner Silva—Requested staff to add naming of the Santa Clara Dog Park to a future agenda.

Commissioner Walke— Attended Veterans Day ceremony and commended former Director Wolfe. PAL Soccer tournaments at Central Park went smoothly and the Youth Soccer Park went well.

CONFERENCE & ATTENDANCE REPORTS—None.

VIII. PUBLIC PRESENTATION(S) & COMMENTS - none

IX. ADJOURNMENT

Motion and seconded by Commissioner Walke to not meet in December. Unanimous. The meeting adjourned 8:25pm

Prepared by: Marilyn Dippell for Dale Seale
Dale Seale
Deputy Parks & Recreation Director

Reviewed by: Karen Brown for Kevan Michael Walke
Commission Secretary

Submitted by: James Teixeira
James Teixeira
Director of Parks & Recreation Commission Liaison

2-24-15

7C.2

Minutes
Of the City of Santa Clara, California
Cultural Commission
for meeting held on Monday, November 3, 2014

Recommendations for Council Action: none

I. **Call to order**
Called to order at 7:03 p.m.

II. **Roll call of commissioners:**
Present: Beavers, Fagundes, Forte, Lockwood, Neal, Ryan, Schuk
Absent: Stahl
Visitors: None

III. Public Presentations
None

IV. Approval of Minutes
M/S/C

V. Correspondence
Commissioners received a flyer from Santa Clara University.

VI. New Business
A. Sister Cities
See attached notes.
New artist showcase. The commission is curious as to who is to take the lead. Staff would like a consult with Sister Cities Association (SCA) leadership. Lockwood volunteers to be liaison.
B. Street Dance
Four bands under consideration. Will receive links to help decide. Looking for more food booths, perhaps encourage local restaurants to have booths, especially since some of them are new. Proposal is to move the dance to Franklin St. proper, and expand beyond mall. If remaining at the square, it needs to be spruced up. Committee should look into moving the venue, including Rivermark or City Hall. Committee has Fagundes, Forte and Neal. They will research possible new venues.
C. Summer Concerts
Neal suggests more performers, instead of just bands. Research Hispanic and Indian performers. Lockwood has a lead on a group. Considering changing the day and/or time of the concerts. Consider doing the events every other week, Fridays 6:30 - 8 p.m., starting on June 26, 2015. The series will be: 6/26, 7/10,

7/24, street dance on Aug. 7., 8/21. Budget is currently $3700 for series. Central Park Pavilion as the venue. Committee has Schuk, Ryan and Forte. Forte will chair.

VII. Board Meeting Liaison Commission Reports
Triton: Beavers gave report. Ryan unable to attend 11/6/14. Neal or Fagundes to replace.
Sister Cities: Ryan to attend. See above for report.

VIII. Unfinished Business

A. Silicon Valley Power - Green Division 10 year anniversary Art Contest
Have not heard from SVP.

B Chalk Art Festival
Would like local experts to come and tell us some of the logistics/overview; either at a commission meeting, a conference call, or a smaller meeting. Consider starting it in conjunction with another event, such as July 4th. Considering various venues.

C. First Fridays
Getting compliments on the events. Triton has been an enthusiastic partner for these events. Several ideas for upcoming entertainment, but commissioners encouraged to think of performers for 2015-2016.

D. Utility Box Art
Staff to get contact rolling. Want to meet by the December meeting.

E. Banner art program
Need to have applications.

IX. Commissioner Reports
Schuk has been researching smaller venues for perfomances. Would like to get one going. Beavers and Fagundes attended the Mission City Community Fund fundraiser.

X. Adjournment
There being no further business, the meeting was adjourned at 9:00 p.m. to Monday evening, December 1, 2014 at 7:00 p.m. in the City Manager's Staff Conference Room.

Respectfully submitted,

Loretta Beavers

Loretta Beavers
Secretary

Santa Clara Sister Cities Association

Coimbra, Portugal *Est. August 4, 1972* **Izumo, Japan** *Est. October 11, 1986* **Limerick, Ireland** *Est. August 2, 2014*

EXECUTIVE BOARD

Kathy Watanabe
President

Raj Chahal
Vice President

Yuki Ikezi
Vice President – Izumo

Tedra Nikolai
Vice President – Coimbra

A.J. Chahal
President –SCA Youth Commission

Loretta Beavers
Secretary

Patrick Nikolai
Treasurer

DIRECTORS

Open
SCAYC- Director

Linda Eserini
Corresponding Secretary
Membership Director

John G. Figueira, Jr.
Past President
1982 – 2001

Lorraine Figueira
Past Secretary
1985 – 2001

May Ban
Director at Large

Report to the Cultural Commission – November 3, 2014

We are headed into the final two months for Santa Clara Sister Cities.

SCSCA assisted with a recent visit by the President of Limerick Institute of Technology and the Director of Business Development. They arrived on October It gave SCSCA an opportunity find out what their goals are in terms of developing a relationship around education and commerce. Through the visit, Debi Davis, Teresa O'Neill and Kathy Watanabe got to spend time with Marie Hinfelaar and Gillian Barry as well as John Hartnett and learned a lot about incubators and start-ups as well as potential ventures.

On October 12, SCSCA hosted its 33rd annual chicken BBQ at the Elks Lodge. There was a good turnout and all the food was eaten. A good sign of a good time by all. Several candidates for public office attended including Pat Kolstad, Roseann LaCoursier, Jodi Muirhead, Noelani Sallings, Ro Khanna and Kansen Chu just to name a few.

The International Exchange Association of Izumo invited representatives of Santa Clara to come to Izumo and attend the 30th Anniversary celebration on Sunday, October 19. Kathy Watanabe and Yuki Ikezi attended on behalf of SCSCA and the City of Santa Clara. It was a wonderful event. SCSCA was presented with a beautiful letter of appreciation. It was a wonderful opportunity to continue to build on the long-time relationship Santa Clara has had with Izumo. The delegation visited Izumo High School to speak with the Principal and Vice Principal to discuss the Super Global High School Initiative that has been proposed that will give an opportunity for more Japanese high school students a chance to find out how to apply to American colleges and what are the best courses to take to help make the City of Izumo a more prosperous place to live.

For the month of November, SCSCA will be helping out at Triton First Friday on November 7. For the November meeting, a Nominating Committee has been appointed to put forth a slate of officers for the New Year. The committee will be presenting their recommendations at that meeting.

On December 5, the SCSCA Youth Commission will be selling hot dogs and drinks at the Christmas Tree Lighting. On Sunday, December 7, SCSCA will hold its annual Holiday Potluck at the Senior Center from 5-7 PM. This is always a well-attended event and we hope many will come to celebrate our many accomplishments this past year.

Respectfully submitted by:

Kathy Watanabe
President, Santa Clara Sister Cities Association

2-24-15

7C.3

Minutes
Of the City of Santa Clara, California
Cultural Commission
for meeting held on Monday, October 6, 2014

Recommendations for Council Action: none

I. **Call to order**
Called to order at 7:05 p.m.

II. **Roll call of commissioners:**
Present: Beavers, Fagundes, Forte, Neal, Ryan, Schuk
Absent: Lockwood, Stahl
Visitors: Sharon Maxwell-Yamamoto, Yoshito Yamamoto, Jill Meyers

III. Approval of minutes
Minutes from July 7 and from August 4, 2014. Commissioner Schuk motioned to approve the minutes, seconded by Commissioner Fagundes. Unanimously approved.

IV. Correspondence and announcements
None.

V. New Business
A. Opera Bravura request for payment
Performance received well. Slightly profitable. So, thinking of bigger venues and gradually raising prices. Motion to fund. M/S/C

B. Sister Cities Association
Motion to spend travel money on BBQ tickets. M/S/C Commissioners must turn in receipts. See attached report from Sister Cities International from their October 6, 2014 Committee meeting.

C. Request from Triton
Doing another Night at the Triton near Halloween. Triton requested the Cultural Commission to co-sponsor the event on Saturday, October 25, 2014. The Triton will offer a haunted house. Will have signage crediting funding and a table for Commission use. Funding approved M/S/C.

D. Schedule Cultural Commission workshop session
Set January 12 for study session. Include sign-ups for banner washing.

VI. Board Meeting Liaison reports/sign-ups

A. Triton

Schuk reports: 2015 is 50th anniversary of the museum. Lots of events/ideas planned for the celebration. Gift faire: December 5, after Tree Lighting. 2 dimensional art competition coming up. Next year will be all media, 2 or 3 dimensions. Commissioner Beavers to attend next meeting.

B. Sister Cities Association (SCA)

Fagundes: Due to SCA rescheduling, unable to attend.

VII. Unfinished business

A. SVP 10 Green art contest: Leslie Brown will keep us posted on judging requirements.

B. Chalk art fest proposal: Commissioner Lockwood absent.

C. Triton First Fridays: Crowd smaller and more fluid this month. Commissioner Neal proposes more cultural flair so as to not overlap summer concerts. The performance from October was one of the summer concert performers.

Commissioner Schuk working to be systematic in setting up and preparations for future hand-off from incubator to the Cultural Commission. Would like to work on finding more types of activities.

D. Utility Box Art: Staff overwhelmed, but will send Neal and Beavers contact info.

E. Banner art program: Art in the Air. Staff to develop application. Program will start in the spring.

VIII. Commissioner reports

Commissioner Forte saw Diana Ross - It was awesome. Commissioner Beavers saw three small concerts and Pippin. Commissioner Schuk saw a classical music concert at SCU, and wants to work with them more.

IX. Public Presentations

None. Item to be moved to earlier in the agendas.

IV. Adjournment

There being no further business, the meeting was adjourned at 8:40 p.m. to Monday evening, November 3, 2014 at 7:00 p.m. in the City Manager's Staff Conference Room.

Respectfully submitted,

Loretta Beavers

Loretta Beavers
Secretary

2-24-15

7C.4

Santa Clara
All-America City
2001

CULTURAL COMMISSION
City of Santa Clara

Special Noticed Meeting

Minutes of the September 22, 2014 Meeting

Commissioners Present: Chair Kent Neal, Fatima Fagundes, Eversley Forte, Carolyn Schuk, and Loretta Beavers

Commissioners Absent: Barbara Stahl, Kathleen Ryan, Bunny Lockwood

Staff Liaison: Yvonne Galletta

Visitors: N/A

MATTERS FOR COUNCIL ACTION – None

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1. Meeting was called to order by Chair Neal at 7:01 p.m.
2. New Business:
   a. At a previous Cultural Commission meeting, a presentation was made by Silicon Valley Power (SVP) for Art Contest to Celebrate SVP's 10 year Anniversary for Art Teachers and Santa Clara Unified School District Student Participation: SVP Business Analyst-Public Benefits Ms. Leslie Brown requested assistance of the Cultural Commission. SVP received applications and was requesting Cultural Commissioners to judge the art contest applications. Commissioner Kent and Forte offered to assist in judging the applications. Communication will be made with Ms. Brown with the contact information for the Commissioners.

   b. Study Session: Review of Budget for Annual Events and Group Funding in Preparation for Fiscal Year 2015-2016. The Cultural Commission scheduled July 9, 2014 to review the current year's budget and determine what programs the Commission would like to review for potential implementation for next fiscal year. A follow-up meeting was scheduled for September 22, 2014 to continue the conversation in regards to planning for funding of groups and events for Fiscal Year 2015-2016. Also, review the funding that is being provided to the groups. No changes are being recommended at this time. Any subsequent action would be at a regularly scheduled Commission meeting in the future. Funding groups would be notified of any changes that would be proposed by the Commission for next fiscal year (FY2015-2016) before any recommendation would be made to the City Council.

      The Commission reviewed each of the funding groups and would like to do further review at a later date, possibly suggestion was to meet with the funding groups throughout the current fiscal year individually in regards to the programming. The Commission asked to schedule a special meeting in January 2015.

3. Public Presentations: None.

4. Meeting adjourned at 8:34 p.m. to the October 6, 2014 at 7 p.m. regularly scheduled Cultural Commission meeting.

Submitted by:

Yvonne Felix Galletta

Yvonne Felix Galletta
Liaison to the Cultural Commission

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7D.1

Santa Clara All-America City 2001

Date: February 10, 2015

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Special Permit Request to Allow a Temporary 14,000 Square Foot Tent in the Santa Clara Marriott Hotel Parking Lot Located at 2700 Mission College Boulevard (PLN2015-10885)

EXECUTIVE SUMMARY:

The applicant, David Mason, on behalf of Santa Clara Marriott Hotel, has filed an application for a Special Permit requesting the use of the parking lot for two semi-annual events to occur between February 1, 2015 and January 31, 2017 at 2700 Mission College Boulevard. The proposed use is ancillary to the existing commercial business. The tent will be placed on a portion of the parking lot occupying approximately 48 of the 1,167 parking spaces, about five percent (5%), for each annual event. The signed application and site plan are attached to this report for reference.

The Special Permit application was submitted in between regularly scheduled City Council meetings and was processed administratively to allow the applicant to acquire the necessary permits to conduct the first event on February 14, 2015. Approval for this type of event has been granted by Council on an ongoing basis to the Marriott Hotel; the administrative approval allowed the applicant to pay all fees and move forward with the proposal without delay. Staff is requesting that the Council formally approve this Special Permit retroactively subject to conditions.

Approval of the Special Permit would be subject to the following conditions:

1. This permit shall be for an outdoor 14,000 square foot temporary tent to be utilized for two semi-annual events held between February 1, 2015 and January 31, 2017;
2. The applicant shall obtain temporary permits from the Santa Clara Building and/or Fire Department as required;
3. The applicant shall obtain Building Official approval and permits for all electrical and utility hook-ups prior to the event;
4. The applicant shall obtain amplified music permit and shall comply with City section 9.10.040, noise and sound regulation;
5. The applicant shall obtain temporary sign permits for all temporary signs advertising event;
6. The applicant shall comply with Fire Department directives and requirements.
7. There shall be no "searchlight" beams, streamers, and generated inflatable or roof-mounted balloons during the event; and
8. Upon conclusion of the event, the parking lot shall be cleaned and returned to its prior condition.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

None associated with this request.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council approve the retroactive request for a Special Permit to allow a temporary 14,000 square foot tent in the Santa Clara Marriott Hotel parking lot located at 2700 Mission College Blvd and for two semi-annual events to take place between February 1, 2015 and January 31, 2017, subject to conditions. (PLN2015-10885)

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) ***Planning Application***
2) ***Site Plan***

I:\PLANNING\2015\SPERMIT\2700 Mission College\CC agnd rpt 2700 Marriott.doc

PLANNING APPLICATION

CITY OF SANTA CLARA PLANNING DIVISION

1500 Warburton Avenue, Santa Clara, California 95050
(408) 615-2450 Fax: (408) 247-9857
E-mail Planning@santaclaraca.gov
Website: www.santaclaraca.gov

See PLN2012 - 09165

See reverse side for application requirements

APPLICATION FOR:
(Please check all applicable boxes)
- ☐ VARIANCE
- ☐ USE PERMIT
- ☐ ZONING CHANGE
- ☐ TENTATIVE MAP
- ☐ TENTATIVE PARCEL MAP
- ☐ LOT LINE ADJUSTMENT
- ☐ MODIFICATION
- ☒ SPECIAL PERMIT
- ☐ HISTORICAL & LANDMARKS COMMISSION
- ☐ GENERAL PLAN AMENDMENT
- ☐ OFF-SITE PARKING PERMIT
- ☐ (OTHER):

ARCHITECTURAL REVIEW FOR:
- ☐ RESIDENTIAL
- ☐ NON-RESIDENTIAL
- ☐ MIXED-USE
- ☐ LANDSCAPE
- ☐ SIGNS
- ☐ TEMPORARY SIGNS

FOR PLANNING STAFF USE ONLY
Checked in by: [illegible] on 1-14-15
Fee: 6871.00 Receipt number: _____
PCC-SC meeting date: _____
Tentative Commission date: _____
Tentative ~~AC~~ meeting date: TBD
File number(s): PLN2015-10885
ENVIRONMENTAL REVIEW:
☐ EXEMPT ☐ NEG DEC ☐ EIR

Fax to: _____
Fax #: _____

Project Address: 2700 Mission College Blvd
Building area: 14,000 square feet
County Assessor's Parcel Number (APN): 1 0 4 - 4 0 - 0 2 2
Gross lot area: _____ acres / square feet

Development Project Description: 14000 sqft temporary tent for annual events to occur between February 1, 2015 and January 31, 2017. (Requesting a 2 year special permit.)

Hazardous Wastes and Substances Statement (Calif. Gov. Code 65962.5):
☐ This site is **not** included on the Hazardous Wastes and Substances Sites List
☐ This site is on the Hazardous Wastes and Substances Sites List.
(A copy of this list is available in the Planning Office)

Date of list: _____
Regulatory ID #: _____

☐ Urban Runoff Pollution Prevention Program (URPPP) information provided to applicant

Please print all information legibly, including correct zip code.

Applicant: David Mason
Mailing address: 2700 Mission College
Day phone: (408) 970-6126
Company: Santa Clara Marriott
City: Santa Clara
Fax #: (408) 727-7562
Signature: D C Mason
Zip code: 95054
E-Mail (Optional): dave.mason@marriott.com

Property Owner: Dorich Farms LP
Mailing address: 2700 Mission College
Day phone: _____
Company: Santa Clara Marriott
City: Santa Clara
Fax #: _____
Signature: D C Mason
Zip code: 95054
E-Mail (Optional): _____

NOTE: Please attach the names and full addresses, including zip codes, of all other involved parties to which you would like agendas and minutes sent.

Statement of justification for the above **APPLICATION** (this statement will be included in the staff report to the Planning Commission; a separate statement may be attached, if necessary): Contact staff for assistance on preparing a statement.

Tentative Map / Tentative Parcel Map / Lot-Line Adjustment application only:

Engineering firm: _____
Engineer's name: _____
Address: _____
Phone #: _____
Fax #: _____
Internet E-Mail (Optional) _____
Engineer's signature _____

STAFF COMMENTS: _____

TO BE COMPLETE, IN ADDITION TO FILING THE APPROPRIATE APPLICATION FEES AND ANY REQUIRED ENVIRONMENTAL INFORMATION, THE FOLLOWING PLANS AND DATA MUST ACCOMPANY THE PLANNING APPLICATION, BASED UPON THE TYPE REQUEST BEING MADE:

PLN2012-09165

MAXIMUM OCCUPANCY = 800

Seating for (700) in this layout

Minimum 60" separation between tables

100' x 120' Legend

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 8.A

Date: February 17, 2015

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Public Hearing for the Project Located at 297 Bel Ayre Drive for Two, Single-Family Residential Homes and a Second Living Unit: Rezone from Single-Family Residential (R1-6L) to Planned Development (PD) and Tentative Parcel Map for Two Lots (PLN2014-10456)

EXECUTIVE SUMMARY:

The applicant for the project located at 297 Bel Ayre Drive is applying for a Rezone and Tentative Parcel Map to allow individual ownership and sale of two, single-family residential homes and a second living unit at the subject property. The site is a 20,131 square foot lot that is currently vacant. The subdivision would create a 13,339 square foot flag lot and a 6,793 square foot pie-shaped lot.

The project was reviewed at the December 10, 2014 Planning Commission meeting. The project applicant was present for the meeting and presented the request to the Commission. A number of residents from nearby properties spoke at the meeting and expressed concerns about the proposal, citing privacy impacts and that the irregular shape of the subdivision associated with the project was not compatible with the neighborhood. A number of residents also spoke in favor of the project, citing that the proposal provided an appropriate single-family use for the area. Following a discussion, the Commission voted unanimously to recommend approval of the proposed rezone. The basis for the Commission's decision was that the proposed project would maintain an appropriate single-family residential use with the surrounding residential neighborhood, finding that the proposed lot size and shape was unique and able to accommodate the flag lot subdivision. The meeting minutes and staff report from the December 10, 2014 Planning Commission meeting are attached for reference. Staff also received written correspondence from residents in support of, and in opposition to, the project, which is also attached for reference.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approving the project will allow the City to achieve its housing goals by providing a variety of housing types and sizes through the administration of the Planned Development zoning designation.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council adopt resolutions for the project located at 297 Bel Ayre Drive to:
1. Approve a Rezone from Single-Family Residential (R1-6L) to Planned Development (PD); and
2. Approve a Tentative Parcel Map for Two Residential Lots.

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) ***City Council Rezone Resolution***
2) ***City Council Tentative Map Resolution***
3) ***Conditions of Approval***
4) ***Planning Commission Meeting Minutes Dated December 10, 2014***
5) ***Planning Commission Staff Report Dated December 10, 2014***
6) ***Correspondence***
7) ***Development Plans***

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO APPROVE A REZONING FROM SINGLE-FAMILY RESIDENTIAL (R1-6L) TO PLANNED DEVELOPMENT (PD) OF THE PROPERTY LOCATED AT 297 BEL AYRE DRIVE, SANTA CLARA

PLN2014-10456

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

WHEREAS, on June 19, 2014, John Faylor ("Applicant") made an application for a Rezone and Tentative Parcel Map on a 20,131 square-foot site located at 297 Bel Ayre Drive, Santa Clara, California ("Project");

WHEREAS, the Project Site is currently zoned as Single-Family Residential (R1-6L);

WHEREAS, the General Plan land use designation is Very Low Density Residential;

WHEREAS, Santa Clara City Code (SCCC) Section 18.112.040 provides for the review and recommendation of the City's Planning Commission of all rezoning requests before action is to be taken by the City Council;

WHEREAS, the Planning Commission held a duly noticed public hearing on December 10, 2014 to consider the rezoning application. At the conclusion of the public hearing, the Planning Commission voted to recommend approval of the proposed rezoning to the City Council;

WHEREAS, on February 13, 2015, the notice of meeting date for this item was posted within 500 feet of the Project Site and was mailed to property owners within a 500 foot radius of the Project Site; and

WHEREAS, the City Council held a duly noticed public hearing on February 24, 2015 to consider the rezoning application. At the hearing the City Council invited and considered any

and all verbal and written testimony offered in favor of an in opposition to the proposed rezoning.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby rezones the Project Site, as shown on the attached Development Plans from Single-Family Residential (R1-6L) to Planned Development (PD) to construct two, single-family residential houses and a second living unit on the Project Site.

3. Pursuant to SCCC Code Section 18.112.040, the City Council hereby makes the following findings:

A. The existing zoning is inappropriate or inequitable in that the existing zoning for the Project Site does not prescribe standards for flag lot subdivisions.

B. The proposed zone change will conserve property values, protect or improve the existing character and stability of the area in question, and will promote the orderly and beneficial development of such area in that the proposal redevelops an underutilized property and visually improves the Project Site and surrounding neighborhood with physical and financial investment in the construction of two single-family residential homes and a second living unit, with parking, site improvements, landscaping, and streetscape enhancements on the Project Site.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City in that the proposed zone change provides single-family residential development in proximity to commercial uses and a single-family residential

neighborhood, while contributing high quality design and construction of three dwellings to the City's housing stock.

D. The proposed zone change would allow imaginative planning and design concepts to be utilized that would otherwise be restricted in other zoning districts in that the proposed zone change would allow flexibility in the development standards to maximize the benefits of site design. The proposed project modifies zoning development standards and integrates design elements to achieve a building design and layout that interfaces the streetscape and is compatible with the surrounding single-family residential neighborhood.

4. That based on the findings set forth in this resolution and the evidence in the City Staff Report, the City Council rezones the Project Site as set forth herein.

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

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2015, 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. None

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, TO APPROVE A TENTATIVE PARCEL MAP AT 297 BEL ARE DRIVE, SANTA CLARA, FOR TWO RESIDENTIAL LOTS

PLN2014-10456 (Tentative Parcel Map)

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

WHEREAS, on June 19, 2014, John Faylor ("Applicant") made an application for a Rezone and Tentative Parcel Map on a 20,131 square-foot site located at 297 Bel Ayre Drive, 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 September 23, 2014, the Subdivision Committee determined that the application was complete in conformance with Section 17.05.400 of the SCCC;

WHEREAS, the proposal is to subdivide the project into two lots as shown on Exhibit "Development Plans";

WHEREAS, on February 13, 2015, notices of the public hearing on the Tentative Parcel Map were mailed to all property owners within five hundred (500) feet of the proposed Tentative Parcel Map;

WHEREAS, on February 24, 2015, the City Council 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 "Development Plans".

2. Tentative 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 20,131 square-foot project site into two parcels with two single-family residential dwellings and a second living unit under the Very Low Density Residential General Plan land use designation and proposed zoning of Planned Development (PD).

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 parcel 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 Staff 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 "Development Plans", 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.

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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 _____, 2015, 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 "Development Plans"
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:

GENERAL

G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.

G2. Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

PLANNING AND BUILDING INSPECTION

P1. Prior to the issuance of a building permit, the applicant shall submit an arborist report with tree protection guidelines for the trees to be retained.

P2. Comply with Comply with current codes (CBC, Title 24 California Energy Conservation Code, Cal Green, CPC, CMC, CEC and the UFC) applicable at the time of submittal for building permit(s).

P3. Comply with fire protection requirements of exterior walls and openings due to proximity to property lines and automatic Fire Sprinkler requirements per the Building Code and Uniform Fire Code.

P4. All parcels shall be independently served with their own utilities (water, sewer, electricity, etc.) or non-revocable easements shall be recorded.

P5. All parcels shall be independently DRAINED (storm drainage facilities shall not cross property lines except through recorded non revocable easements).

P6. All parcels shall be independently served with their own ingress and egress including fire access, parking and site handicap accessibilities.

P7. Comply with current codes applicable at the time of submittal for building permit(s).

P8. Final architectural review shall be referred to the Architectural Review Committee for consideration.

P9. The applicant shall provide a landscape concept and tree replacement plan for each parcel, subject to approval by the Architectural Review Committee.

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, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be included within a **Single Encroachment Permit** issued by the City Engineering Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to

commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

E3. Developer to provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.

E4. Developer is responsible for cost of relocation or modification of any public facility necessary to accommodate subject development.

E5. Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.

E6. Unused driveways in the public right-of-way shall be replaced with City standard curb, gutter, and sidewalk.

E7. 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.

E8. Dedicate, as required, on-site easements for new utilities by means of final map or approved instrument at time of development.

E9. Proposed driveway to be 3' clear of existing electrolier per City standard detail ST-2.

E10. Proposed driveway shall be per City Standard Detail ST-4.

E11. 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.

E12. Proposed sanitary sewer cleanout shall be per City Standard Detail SS-1.

E13. Proposed sanitary sewer lateral must be at least a 4" in diameter with a minimum slope of 2%.

E14. The existing sanitary sewer along the alley shall be flushed and cleaned prior to placing the new sanitary sewer lateral in service.

E15. Proposed trees shall be 5' minimum clear of sidewalks. Provide root barrier when trees are within 5' to 10' of sidewalk. Root barriers shall be 12' long x 2' deep, centered on trees, and placed away from the trees (closer to the back of walk).

E16. On site driving aisle width shall be 20' minimum.

E17. Vehicles shall not back out into Bel Ayre Drive.

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.

EL2. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.

EL3. Electric service shall be overhead. See Electric Department Rules and Regulations for available services.

EL4. 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.

EL5. Electrical improvements (including underground electrical conduits along frontage of properties) may be required if any single private improvement valued at $200,000 or more or any series of private improvements made within a three-year period valued at $200,000 or more (Santa Clara City Code Title 17 Appendix A (Table III)).

EL6. 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.

EL7. 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. 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)).

EL8. Electric Load Increase fees may be applicable.

EL9. 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).

EL10. Any relocation of existing electric facilities shall be at Developer's expense.

EL11. 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.

WATER

W1. Prior to the issuance of Building or Grading Permits, the applicant must indicate the disposition of all existing water services on the plans. The applicant must properly abandon all existing water services on the property that will not be used per Water & Sewer Utilities standards.

W2. Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the on-site public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities.

W3. 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.

W4. 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.

W5. 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.

W6. 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.

W7. Applicant is advised that applicant must design and install adequate plumbing for the proposed development and the affected building, or reduced residual water pressure may be experienced due to added water demand

W8. Water meters for each lot shall be installed at the frontage of the property line.

FIRE

F1. All new residential buildings & all existing residential buildings expanded to more than 3,600 square feet shall be provided with an automatic fire sprinkler system. This will require a separate permit directly with SCFD (SCMFEC).

F2. Provisions shall be made for emergency escape and rescue openings in accordance with CBC 1029.1 for Group R-2 occupancies and Group R-3 in accordance with Table 1021.2(1) and 1021.2.(2).

F3. 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.

F4. Refer to http://santaclaraca.gov/index.aspx?page=1548 for fire permits and guidelines.

F5. In new residential buildings, smoke alarms shall be hardwired with battery backup and be located in accordance with 2014 CBC Section 907.2.11.2.

F6. In existing residential buildings (GROUP R-3) and in residential buildings that undergo alterations, repairs or additions where a permit is required, smoke alarms may be solely battery operated. Smoke alarms shall be located in accordance with CBC Section 907.2.10.5.

F7. In all newly constructed Group R occupancies located in a building containing a fuel-burning applicant or a building that has an attached garage shall be equipped with single station carbon monoxide alarms. The carbon monoxide alarms shall be listed as complying with UL 2034 and shall be install and maintained in accordance with NFPA 720 and the manufacturer's instructions. An open parking garage, as defined in the CBC, or an enclosed parking garage ventilated in accordance with the CMC shall not be deemed to be an attached garage (2014 CBC 420.6).
Exceptions:

a. The sleeping unit or dwelling unit is located more than one story above or below any story that contains a fuel-burning appliance or an attached garage

AND

b. The sleeping unit or dwelling unit is not connected by duct work or ventilation shafts to any room containing a fuel-burning appliance or to an attached garage; AND

c. The building is equipped with a common area carbon monoxide detection system that includes all enclosed common area spaces.
NOTE: *Carbon monoxide detection systems that include carbon monoxide detectors and audible notification appliances installed and maintained in accordance with this section for carbon monoxide alarms and NFPA 720 shall be permitted. The carbon monoxide detectors shall be listed as complying with UL 2075.*

F8. In newly constructed Group R occupancies carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery back-up. Alarm wiring shall be directly connected to the permanent building wiring without a disconnection switch other than as required for overcurrent protection (2014 CBC 420.6.1.2). Exceptions: a) Where there is no commercial power supply, the carbon monoxide alarm may be solely battery operated; or b) Other power sources recognized for use by NFPA 720.

F9. In newly constructed Group R occupancies 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 (2014 CBC 420.6.1.3).

F10. In newly constructed Group R occupancies carbon monoxide alarms shall be install and maintained in the flowing locations (2014 CBC 420.6.1.4): 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. 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.

F11. Where a permit is required for alterations, repairs or additions exceeding $1,000, existing dwellings or sleeping units with a fossil fuel-burning heater or appliance, fireplace or an attached garage shall have a carbon monoxide alarm installed in accordance with Section 420.6.2. Carbon monoxide alarms shall only be required in the specific dwelling unit or sleeping unit for which the permit was obtained. (2014 CBC, 420.6.2F.2).

F12. Rubbish containers: Containers that are 1.5 cubic yards (40.5 cubic feet) or more shall not be stored in buildings or placed within 5 feet of combustible walls, openings, property lines or combustible roof eave lines unless protected by approved fire sprinklers (CFC 304.3.3). Exceptions may apply. If a roof over the trash enclosure is to be provided, then it shall be of non-combustible construction.

F13. At the time of permit application, submit a construction "Fire Safety Plan" to the Fire Department for review and approval. The "Fire Safety Plan" shall address fire protection (i.e., access roads, water mains, on-site fire hydrants, fire extinguishers and standpipes) be installed and made serviceable prior to the time of construction. Include in the safety plan the location of fire extinguishers, fire hydrants (public and private), storage of combustible

construction materials, propane tanks, and "NO SMOKING" signs. Plus the Safety plan shall address the how the following items will be used: temporary heating devices, temporary electrical wiring, cutting/welding and other open-flame devices. See "Standards for Construction site fire Safety" handout or website at www.unidocs.org/fire

STREET

ST1. Tree protection notes shall be added to the plans from a licensed arborist.

Planning Commission Excerpt Minutes of December 10, 2014

8.C.	**File:**	**PLN2014-10456**
	Location:	297 Bel Ayre Drive, a 20,131 square foot parcel located mid-block along Bel Ayre Drive, (APN: 303-21-040); property is zoned R1-6L (Single-Family Residential).
	Applicant/Owner:	John Faylor
	Request:	**Rezone** from Single-Family Residential (R1-6L) to Planned Development (PD) and **Tentative Parcel Map** to allow the construction of two single-family residential homes on two lots and a second living unit
	CEQA Determination:	Categorically exempt per Section 15303, New Construction, of the California Environmental Quality Act (CEQA)
	Project Planner:	Shaun Lacey, AICP, Assistant Planner II
	Staff Recommendation:	**Recommend City Council Denial**

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. Commissioners Champeny, Costa, Kelly, Chahal, and Sweeney disclosed meeting with the applicant.

The Commission inquired about design standards specific to flag lots, to which staff confirmed there are none. Staff clarified that a PD rezone was necessary for the subdivision due to the shape of the lot not allowing the divided properties to meet the minimum dimensions of the single-family zoning standards. The Commission confirmed the project, if approved, would go through the Architectural Review process as part of the Conditions of Approval.

John Faylor, applicant, introduced Michelle Miner, project architect, who gave a brief overview of the project, highlighting the orientation of the lots, project design, and comparison of the proposed homes to nearby existing homes.

The Commission confirmed that there are eight dedicated parking spaces for the two houses and that the driveway may be used as additional parking as well.
The Public Hearing was opened.

Marcella Miranda, neighboring resident, urged the Commission to protect the neighborhood, and opposed the rezone to Planned Development (PD). Ms. Miranda expressed concern that the property would be flipped and not utilized as promised.

Brian Greggory read a letter from the neighbor of the property stating that they support the proposal and would enjoy having two beautiful homes next door.

Darrel Von Raesfeld, local resident, stated that the design is great for such a unique parcel and utilizes the available space. Mr. Von Raesfeld added that it would be nice if the zoning could be kept as R1-6L, but that PD zoning is not bad.

Kevin Moore, local resident, stated that many residents from Santa Clara have moved away and that the neighborhood has been through some tough times. Mr. Moore noted that adding two nice homes to the neighborhood would be a great benefit to the neighborhood.

Tino Gallo, local resident, stated that the property is currently full of weeds and the proposal would provide two beautiful homes. Mr. Gallo added that the applicant is a trust-worthy person

who will be great neighbor.

Craig Runway, neighboring resident, stated that while the plans are well thought-out, the neighborhood is meant to be single family and the proposal overdevelops the lot.

Jerry Smith, local resident, stated that the lot type does not work and that is why it has been vacant all these years. Mr. Smith added that the proposal utilizes the parcel and enhances the beauty of neighborhood.

Pat Miller, local resident, stated that the applicant's projects have all been thoughtfully designed, professional, on time, on budget, and successful and urged the Commission to approve the proposal.

Mike O'Halloran, neighboring resident, stated that is in favor of approval of the project because the lot size is abnormally large and can support the two homes while providing ample parking.

Jane Madelitch, neighboring resident, stated that she is opposed to splitting the lot as it would be out of character with the neighborhood. Ms. Madelitch added that the home will stick out farther than neighboring homes and that old, mature trees will be lost with this proposal.

Amy Morminister, local resident, commended the design of the proposal and noted that the lot shape and size makes it difficult to come up with such a quality proposal.

Tracey Johnson, neighboring resident, stated that the original home on the lot was completely in line with the neighbors and fit in with the neighborhood's General Plan and Zoning designations. Approval of the project would be bad for the neighborhood.

Robert Almasetti, local resident, stated that the project site is in a neighborhood that used to be great but died away. Mr. Almasetti noted that proposals like this can revitalize the neighborhood and that the direct neighbors to the project site are in favor of the proposal.

Myron Von Raesfeld, local resident, stated that the City has a housing-to-jobs imbalance and that the lot size would be underutilized as a single-family home. Mr. Von Raesfeld noted that if a modest proposal like this isn't developed, it's possible that a larger development may come in its place some years down the road and that the current proposal takes an eyesore and turns it into something beautiful.

Michael Kohl, local resident, stated that Michelle Miner is a great designer and did a great job with the architecture on the current proposal.

Bob Lin, neighboring resident, stated that Santa Clara has many large lots and that allowing this density will encourage everyone to submit similar proposals which will destroy the integrity of our neighborhoods.

Joe Goshey, neighboring resident, stated that he has concerns about the parking and that the applicant could always sell the property to a less desirable neighbor.

Randy Wong, neighboring resident, stated that he is opposed to the project because he bought his home assuming the neighborhood would stay single-family and this proposal would set an unfavorable precedent.

Pete Williamson, neighboring resident, stated that he opposes the proposal and does not want

to see the lot subdivided. Mr. Williamson added that he would be in favor of a large home, but the current proposal has two fairly large homes with not enough parking.

David LeBarron, local resident, stated that the proposal is a thoughtful plan that is in keeping with the single-family design spirit. Mr. LeBarron added that the proposal offers a reasonable design with ample parking and will be a vast improvement to the vacant lot and neighborhood.

Stu Fiedelman, local resident, stated that he supports the project as it is a great use of a large lot.

Randy Strong, local resident, stated that this is a great project and Santa Clara needs more projects like it.

Maria Coughlin, neighboring resident, stated that the majority of people speaking on this item are real estate developers, not residents of the neighborhood, and therefore do not have a sense of what is best for the neighborhood. Ms. Coughlin emphasized that the neighborhood is full of single family homes and this proposal would put three structures on the parcel and would take away from the character of the neighborhood.

Todd Tomlitz, local resident, stated that the demographics of Santa Clara are changing and that this proposal represents a good change.

Dave Albertalliet, neighboring resident, stated that he bought his home in the neighborhood for the large lots; however, everything changes and the proposal looks okay. Mr. Albertalliet added that he is not in favor of the mother in law unit or the setbacks of the design and confirmed that the project will be reviewed at the Architectural Committee.

In a rebuttal statement, Ms. Miner clarified that the front home is generally in-line with the neighboring homes on either side with a less than 10-foot difference. Ms. Miner added that the driveway is wide enough to accommodate turn-around space so that vehicles do not have to back-out the complete length of the driveway. It was further noted that this lot is more than double the size of the average lot size in the neighborhood, and as such, a subdivision is a reasonable request.

The Public Hearing was closed.

The Commission clarified that the proposal consists of two single-family homes and one accessory unit and that the entire project will be subsequently reviewed by the Architectural Committee. The Commission noted that one of the direct neighbors who had previously opposed the project submitted a letter that rescinded the opposition and instead supported the project. It was also noted that the landscape plan, including both old and new landscape, would be part of the Architectural Review process.

The Commission deliberated on the project, noting that the lot size is unique in both size and shape and could support a higher density proposal than what has been presented. The Commission sympathized with concern that placing two homes on the property would compromise the neighborhood integrity; however, expressed appreciation for the design's ability to maintain the single-family neighborhood look-and-feel.

Motion/Action: The Commission motioned to direct staff to prepare a resolution to recommend that the Council approve the rezone from R1-6L (Single Family Residential) to PD (Planned Development) unanimously (7-0-0-0). *[Note: This resolution will be brought forward for adoption at the January 14, 2015 Planning Commission meeting]*

Planning Commission
STAFF REPORT

Meeting Date: 12/10/2014

Agenda Item # 8.C.

Planning and Inspection Department
City of Santa Clara, California

File No.(s):	PLN2014-10456
Location:	297 Bel Ayre Drive, APN 303-21-040
Applicant/Owner:	John & Margret Faylor
Subject:	Rezone from Single-Family Residential (R1-6L) to Planned Development (PD) and Tentative Parcel Map to allow the construction of two single-family residential homes on two lots and a second living unit
CEQA Determination:	Categorically exempt per Guidelines Section 15303, New Construction, of the California Environmental Quality Act (CEQA)
Project Planner:	Shaun Lacey, AICP, Assistant Planner II

EXECUTIVE SUMMARY:

The applicant requests to rezone the property from R1-6L (Single-Family Residential) to PD (Planned Development) and to subdivide the lot into two new lots in order to construct two new single-family homes, with a second living unit on the flag lot.

Project Data

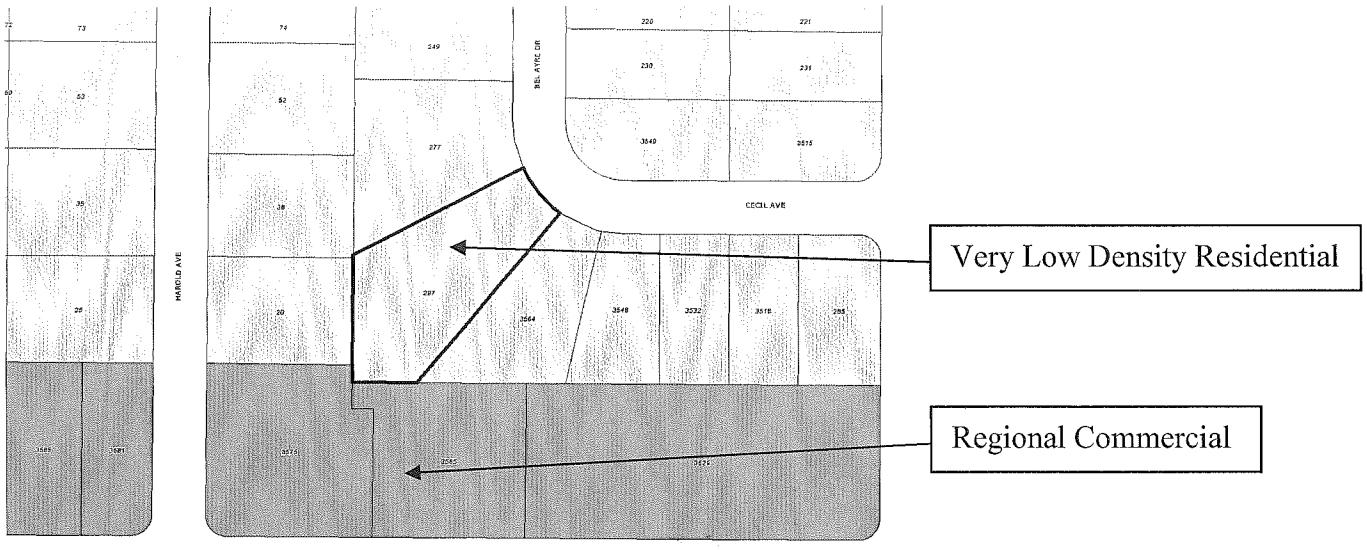
	Existing	Proposed
General Plan Designation	Very Low Density Residential	Same
Zoning District	R1-6L (Single-Family Residential)	PD (Planned Development)
Land Use	Vacant	Single-Family Residential
Lot Size	20,131 square feet	6,793 / 13,339 square feet
Lot Coverage	None	0.35 / 0.39
Building Square Footage	None	2,705 / 6,240 square feet
Parking	None	4 / 4 spaces

Site Location and Context

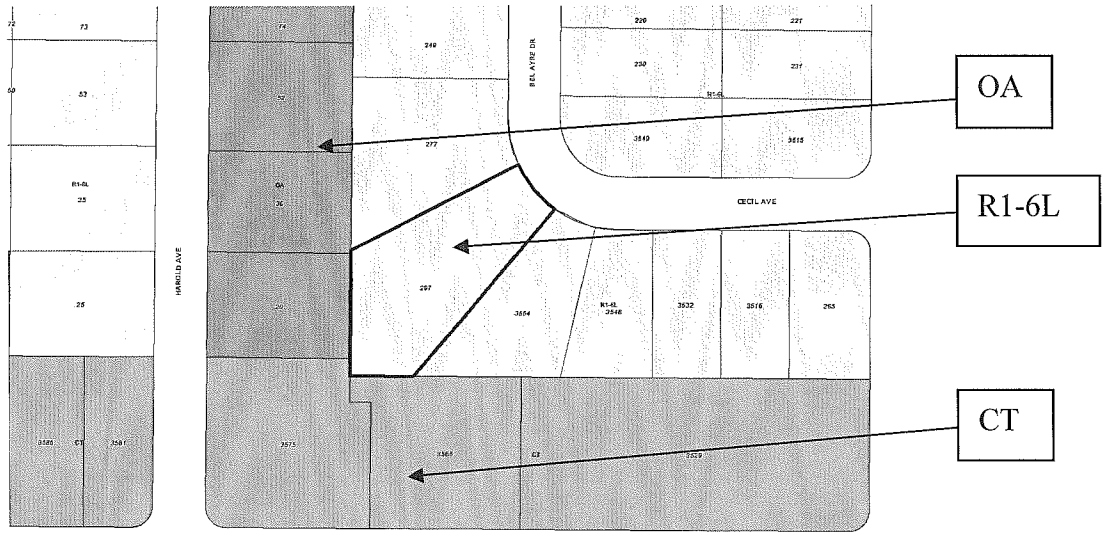
The property is located in the South of Forest Avenue (SOFA) neighborhood on Bel Ayre Drive as it transitions into Cecil Avenue. The site is a vacant pie-shaped lot that backs up to commercial lots along Harold Avenue and Stevens Creek Boulevard.

The project site and neighboring properties to the north, east and west have a General Plan land use designation of Very Low Density Residential. This designation is intended for residential densities up to 10 units per acre. Properties to the south have a Regional Commercial General Plan land use designation and are intended for commercial uses such as retail, personal service and office. The project site and neighboring properties to the north and east are zoned R1-6L. Properties to the west are zoned OA (Professional Office) while properties to the south are zoned CT (Thoroughfare Commercial).

General Plan Map



Zoning Map



Project Analysis

Project Description: The project proposes to subdivide a vacant lot into two parcels and construct two new single-family homes, along with a second living unit. One lot would be a pie-shaped lot (approximately 6,800 square feet) with direct street frontage, while the second lot would be a larger, flag lot (approximately 13,300 square feet) with driveway access to both properties. The homes range from 2,705 square feet to 5,250 square feet in area (including garages). The second living unit would be located on the flag lot and is 640 square feet in area with a 350 square-foot garage. The pie-shaped lot meets the existing R1-6L regulations in that it exceeds the minimum 6,000 square feet of site area and meets the site width requirement of 60 feet. However, since the City does not have any design standards for flag lots and are otherwise

unsupported within the Zoning Ordinance, the applicant has filed a request to rezone the property from R1-6L (Single-Family Residential) to PD (Planned Development) to allow for the creation of the flag lot. Since the Planning Commission is only required to make recommendations on subdivisions consisting of five or more lots, a recommendation on the Rezone application is requested but no action is required for the Tentative Parcel Map.

Environmental Determination: The project is Categorically Exempt pursuant to CEQA Guidelines Section 15303 – New Construction.

Neighborhood Compatibility: As mentioned above, the project is located within the SOFA neighborhood of the City. Houses in the neighborhood are single-story and similar in setbacks, scale, size and massing. Homes in this neighborhood range from approximately 1,130 to 1,980 square feet in building area. Properties are generally rectangular in shape, except for the subject property which is pie-shaped due to the design of the original subdivision as it interfaces with the street. The landscape is varied with no distinct street tree pattern.

General Plan and Zoning Conformance: The General Plan encourages residential projects to maintain the character of existing neighborhoods and to promote orderly and compatible development in scale with the built environment. Although the project is designed to a permissible density range within the Very Low Density Residential land use designation (6 dwelling units per acre), the lot configuration of the subdivision differs greatly from the site design of the underlying neighborhood, which are comprised predominantly of rectangular-shaped parcels. The size of the resulting lots differs significantly from the typical lot size found throughout the neighborhood, which ranges between approximately 8,700 to 9,100 square feet. Furthermore, the proposed square footage of each residence on the lot is incompatible with the more modest-sized homes found throughout the area.

The PD zoning district is intended to accommodate development that is compatible with the community, utilizing creative planning and design concepts, and integrating uses that would otherwise be restricted within other zoning districts. The project proposes a single-family residential use on two lots, where the existing site is zoned R1-6L and already permits single-family residential development. The site also permits second living units based on the lot size. Historically, the City has not allowed flag lots for residential development, while the design concept of the subdivision itself is not found to be compatible with the neighborhood. For these reasons, it would be inappropriate to introduce a flag lot subdivision to the SOFA neighborhood, which has maintained a consistent physical pattern of lot shapes and sizes since its origin.

Circulation and Parking: Access to each property is served by a shared driveway along the flag lot, which runs along the south property line of the lot. The project proposes eight parking spaces across the two sites, including a customary two-car garage for each residence, and a covered garage for the accessory dwelling on the flag lot. The proposed parking complies with the typical single-family residential parking standard of providing two covered spaces for each residence. The parking requirement for the accessory dwelling is fulfilled by the one car garage provided for the unit.

Architecture and Site Plan: The project proposes a single-story house on the pie-shaped lot and a two-story house with a detached second living unit on the flag lot. The single-story house maintains a 20-foot front yard setback and a 21-foot rear yard setback. The right side yard setback is five feet, while the left side yard

setback is 20 feet. The two-story house faces the south property line and maintains 20 feet to the south and west property lines. The setbacks to the north and east property boundaries are proposed at five feet. The second living unit is located seven feet away from the south property line and 10 feet to the west property line along the flag lot.

Each building utilizes a formal entry, gable roofs and rectangular windows. Stucco siding and composition shingle roofing is used on each residence. Additional design details include dormers, wood columns, shutters, lintels, and eave returns. The second living unit on the flag lot utilizes similar design features to the two-story house but remains ancillary to the main residence. The overall height of the single-story house is 20 feet, six inches. The height of the proposed two-story residence is 23 feet, nine inches while the second living unit is 15 feet, 10 inches tall. Should the project be approved, staff added a condition to refer the final design details to the Architectural Review Committee for consideration.

Landscaping: The project proposes to remove six trees from the property, as they conflict with the proposed location of the buildings, driveway and pool. Should the project be approved, staff added a condition that the applicant provide a new landscape plan for the site with proposed tree replacements. The typical tree replacement ratio is two new trees for every one tree that is removed. Since pools are temporarily prohibited as a water conservation measure, staff will work with the applicant to omit that detail from the plans.

Public Contact

Public Notices and Comments: A notice of public hearing for this item was posted within 500 feet of the site and was mailed to property owners within 500 feet of the project site. Neighborhood outreach was conducted by the applicant but City staff did not participate in those meetings. Staff received letters both in support and in opposition to the proposed project. Comments opposing the project cited design compatibility pertaining to the subdivision, parking, loss of trees, and the size of the proposed homes. The letters of correspondence are attached for reference.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Rezone and Tentative Parcel Map create two lots in a manner that is incompatible with the physical character of the neighborhood, where the existing R1-6L zoning designation already supports single-family residential uses and second living units. The proposed PD zone for the project does not provide the City with any community benefit, such as affordable housing units, public open spaces, or other amenities. Moreover, the structures resulting from the subdivision are significantly larger than the modest-sized homes pertinent throughout the neighborhood, and the two-story house located on the flat lot may present privacy impacts onto the adjoining residential lots. Although staff is not in support of the application, the project would be subject to the attached conditions of approval should the Planning Commission choose to recommend approval of the application.

RECOMMENDATION:

That the Planning Commission take the following actions for the project located at 297 Bel Ayre Drive:

1) Adopt a Resolution to Recommend that the City Council deny a Rezone from R1-6L (Single-Family Residential) to PD (Planned Development); and
2) Direct the applicant to redesign the project to provide a single-family dwelling on the subject property.

Documents Related to this Report:

1) ***Planning Commission Rezone Resolution***
2) ***Conditions of Approval***
3) ***Correspondence***
4) ***Development Plans***

Attachment 6

November 29th, 2014

To All Planning Commissioners and City Council Members,

My wife and I recently purchased a property at 137 Cypress Av, Santa Clara right around the corner from the subject property 297 Bel Ayre Dr, Santa Clara. Our parents have lived in this neighborhood for along time as well as some of our best friends. We know the Faylors, have met with them and reviewed their plans to construct two homes, one for themselves and one to sell. This site has been an eye sore as long as we can remember. It's the biggest lot in the neighborhood and because it backs to commercial property on two sides in addition to an ally way on one, it's a perfect set up for that lot and will be a great improvement to the neighborhood yet appears to have the similar style to flow with the existing neighborhood homes. We greatly support this project and believe that it will greatly improve both the character of the neighborhood along with the values.

Sincerely,

Brian and Sheila Gregory

(in escrow on 137 Cypress Av)

October 8, 2014

To All Planning Commissioners and City Council Members,

I was born in Santa Clara County as were my parents.

My husband being discharged after serving 6 years in the Navy during WW II (1941-1948), needed a home so we purchased lot #5 on Cecil Ave. in the developing Bel Ayre Manor tract. Lot #5 and #6 are on the curve and only 50' wide in front but wider as they go back. My lot is 50' in front and 141' on the east side, 138' across the back and 203' separates me and hopefully my new neighbors. This is a huge lot and can handle two houses nicely.

In 1949 when we started building our home there was only 1 house in Cecil and no construction on Stevens Creek, so we put our garage on the back of our lot as the neighbor on lot #6. All the houses on Ceal had access to the alley and had extra parking space in back.

We started our house in 1949 and moved in the spring of 1950.

Later when #6 was developed it had the most beautiful landscape in the whole block. It sold in late 70 or early 80 to a couple, but very soon after a divorce it became the junk yard of Bel Ayre tract. After he died it was vacated and became a place for homeless-druggies to take over. After that it sold to the business owners behind us on Stevens Creek who rented it out and it became a bigger mess. I believe the house was so bad it was condemned and torn down. It then became a weed patch and the only way to have anything done was constant complaints to the city.

I have met the Faylor's and already feel like old friends and I would be so happy to have 2 lovely homes next to me. It will put an end to the nightmare I've had next to me for years.

My husband passed away in 1970 and I had 4 children and I could write you a book on the people in the neighborhood and how they helped me thru those stressful years and it hasn't changed. We still watch and help each other.

Now I am old and I know my neighbors are always there to help me if I need them and I know the Faylor's will join right in. I look forward to have 2 more nice neighbors.

P.S. If you ever need the history of the alley, I have all the court papers.

Arlene Norsworthy *Arlene Norsworthy*

Owner of 3548 & 3564 Cecil Ave.

(next door to subject property)

October 14, 2014

Dear Planning Commissioners and City-Council Members,

My husband and I moved onto Bel Ayre Drive two years ago. One of the reasons we selected this location was the friendly neighbors and how well-kept most of the homes are on this street. My own biased opinion is that we're on the nicest street in the South of Forest neighborhood.

My initial concern regarding a new home ruining the "look" of the neighborhood was immediately and satisfactorily addressed by the Faylor's. They have been very active in soliciting and addressing any questions and concerns regarding the project. I appreciate their transparency in this process and look forward to having them as neighbors.

I fully support their proposed plans for 297 Bel Ayre Drive and hope that you will too. It will be nice to have houses on that lot instead of the empty wasteland that it currently is.

Best regards,

Carrie Discar

Carrie Discar
(Co-owner of 185 Bel Ayre Dr)

To: Santa Clara Planning Commission / City Council

Subject: Support for single family residential development at 297 Bel Ayre Drive

I have been a resident of Santa Clara for most of my life, currently residing at 185 Westridge Drive since the area was annexed back in the 1980's. The South of Forrest neighborhood is one of the Cities nicest single family neighborhoods, with larger lot sizes, well maintained older homes and several newly remodeled homes. We have also been fortunate to have the streets and sidewalks recently improved to further enhance the neighborhood.

I am writing in regards to the property located at 297 Bel Ayre Drive. This is a vacant lot of unique size, about 20,000 square feet and has one alley way on the south side facing commercial property on Stevens Creek and another alley way on the west side facing Harold Avenue. While this can create some challenges for developing the lot, I have reviewed the proposed plans for the site and want to express my support of the project. I believe dividing the lot for the two homes proposed makes the best use of the land and keeps in the spirit of the single family neighborhood atmosphere while keeping the lot sizes comparable to those currently in the neighborhood. The front house is craftsman design and fits well with the existing houses there. There rear house is designed with enough garage space and parking area that will keep vehicles off the street and adapt nicely to the unique property lines, also while maintaining appropriate open and green space.

I have also known the Faylor family for many years and know they will make great additions to the neighborhood. I fully support this project and believe it is the best use of this vacant lot which has been an eye sore to the neighborhood for many years. I hope the plans will be approved and this development moves forward as it will greatly improve the neighborhood.

Darryl Von Raesfeld
185 Westridge drive
Santa Clara, CA 95050

To: Santa Clara City Council and Planning Commission

Re: FAYLOR FAMILY HOMES for 297 Bel Ayre Drive

I, enthusiastically support the Faylor family plan for a lot split on this large 20,000 plus sq. ft. lot at 297 Bel Ayre Drive. I know this location very well! As a member of the Santa Clara City Council I, opposed all other projects that were proposed at this site, because I believed STRONGLY that they would have negatively affected this beautiful neighborhood!

After reviewing the Faylor Family plans for the lot split and PD project, I am quite happy that finally an excellent neighborhood friendly project has been proposed. Having lived near this part of town for many years, I would greatly appreciate your support for this beautiful project.

Sincerely,

Kevin Moore

50 year Santa Clara Resident

3291 Stevens Creek Blvd, Santa Clara, CA 95117
www.ScuttlebugsCDC.com • 866-777-0040 x411

Attachment 6

ScuttleBugs
CHILD DEVELOPMENT CENTER

August 15, 2014

To Santa Clara Planning Commission,

We have reviewed the plans for the lot split and PD project from the Faylor family on Bel Ayre. This lot is very unique and the largest in the neighborhood. It has an alleyway on one side facing commercial property and Stevens Creek, and commercial property facing Harold on the other. This project will greatly improve the aesthetic of the neighborhood, and the proposed craftsman house at the front of the lot is in keeping with the style of homes in the area. This vacant lot has been an eye sore for many many years. As a local business, we fully support and wholeheartedly endorse the approval of this project as we feel strongly that the location merges the residential and commercial aspect of the neighborhood. It is appealing to families seeking to reside in Santa Clara, which in turn stimulates the local economy. Additionally, the plans highlight substantial open space garden areas, and sizeable garages for both residences have been incorporated in the architectural design, assisting in keeping parking off the street.

Sincerely,

Sam Penman
Owner/Partner
ScuttleBugs Child Development Center
3291 Stevens Creek Blvd
San Jose, CA 95117

Private & Confidential
Copyright 2012 ChildCare Foundry

Dear Santa Clara Planning Commissioners and City Council Members,

We have been residents and homeowners at 113 Bel Ayre Drive, Santa Clara since April of 1990. We have watched the parcel at 297 Bel Ayre Drive go from a modest set-back home in need of many repairs to what it is now and has been for many years. A vacant fenced off lot and a terrible eyesore to our neighborhood which in other ways has improved so much in recent years.

We have had the opportunity to review the proposed plans for the split lot housing project at 297 Bel Ayre Drive and are very much in support of it. It is a large and unique parcel of land and we feel that if two custom high-end homes are built on this lot, it will bring tremendous improvement and beautification to our neighborhood.

We are not only in full support of this project, we are excited about it, and sincerely hope that it moves forward and is completed.

Best regards,

Dawn and Scott McLeod

113 Bel Ayre Drive

Santa Clara, CA 95050

August 25, 2014

To: Santa Clara City Council and Planning Commission

Re: Proposed subdivision for 297 Bel Ayre Drive

I would like to express my support the proposed subdivision and construction of two single family homes on this large 20,000 plus sqft lot at 297 Bel Ayre Drive. I live a short walk away from this lot, and often walk by. I have often wondered why we can't have a nice house on the lot. An empty lot just seems like an invitation for drug dealers or homeless to hang out.

I had the opportunity to see the lot in person, and it is not immediately obvious from the front that the lot is so large (it has had a locked gate and I had never seen the inside before in 7 years living in the neighborhood). After seeing it in person, it is more than twice as large as most lots on the street, and it certainly supports two homes with plenty of outdoor space.

I have had a chance to look at a copy of the proposed plans for the subdivision. The lot is certainly challenging with little street frontage but I think the proposed plans look nice and would add to the character and desirability of our neighborhood.

We have had some parking issues in our neighborhood, and I appreciate that the design provides adequate on-site parking for the proposed homes.

Sincerely,

Roland Schulz

neighbor, 232 Douglane Ave, Santa Clara

Dear Planning Commissioners and City Council Members,

After reviewing the plans for the proposed Faylor project at 297 Bel Ayre Dr. and speaking with the Faylor's, We not only support this project, We applaud the Faylor's and there design team for the project they have proposed. We believe it would be a crime (given the current housing crises) to leave this lot as is. Dividing this lot into two parcels is the best possible scenario for our neighborhood. Living two doors down, We have seen first hand, the problems that a vacant lot that is adjacent to commercial property can bring to our neighborhood. This lot has gone undeveloped far to long. Please help us put much needed housing on this property.

Thank You,

David, Sandra, Robert, and Michael Jacobson

249 Bel Ayre Dr.

September 1, 2014

Dear Santa Clara Planning Commissioners and City Council Members,

Subject: 297 Bel Ayre Drive (Faylor Project)

I live just a few blocks from the subject property. I support the basic proposal to subdivide this large lot in line with other neighborhood properties, and keep the intention of the development of this neighborhood as strictly a non-commercial, residential tract.

The property is currently a large, empty corner lot in our residential neighborhood. The property has been considered before this for an expansion of a business off Stevens Creek, but the neighborhood argued successfully that that would cause an incursion and disruption to the safety, traffic and family character that prevails. The Faylor's plans are a welcome alternative.

The plans I have seen, including its subdivision to 2 lots accommodating 2 single-floor residences seems to me the appropriate treatment for this awkward parcel. The subdivision still keeps each lot size in line with other homes in the neighborhood. One of the most immediate concerns across the City has been parking impacts. The plan has what I understand to be the required 2 covered garage spaces on each property. One could say that any additional home would have an impact on street parking, but that would be making assumptions for this residence that is already broached by other residences depending on family size or social activity, which would not be a fair restriction to this property owner. It is also a unique circumstance not portending further expansions unless lot sizes were reduced beyond this proposal; which would definitely be a cause for concern.

I appreciate the outreach that John and Margret Faylor have made to neighbors, including myself. There may be items that they may want to further layout to neighbors immediately bordering the parcel(s) during the required architectural review, but from my viewpoint, the Faylor project nicely fills a hole where other uses, or continued vacancy, would cause problems.

Michael O'Halloran
3330 Cecil Avenue
Santa Clara, CA 95050

To: Councilmember Teresa O'Neill

August 24, 2014

Subject: Support for single family residential development at 297 Bel Ayre Drive

My name is Darryl Von Raesfeld and I have been a resident of Santa Clara for most of my life, currently residing at 185 Westridge Drive since the area was annexed back in the 1980's. The South of Forrest neighborhood is one of the Cities nicest single family neighborhoods, with larger lot sizes, well maintained older homes and several newly remodeled homes. We have also been fortunate to have the streets and sidewalks recently improved to further enhance the neighborhood.

I am writing in regards to the property located at 297 Bel Ayre Drive. This is a vacant lot of unique size, about 20,000 square feet and has one alley way on the south side facing commercial property on Stevens Creek and another alley way on the west side facing Harold Avenue. While this can create some challenges for developing the lot, I have reviewed the proposed plans for the site and want to express my support of the project. I believe dividing the lot for the two homes proposed makes the best use of the land and keeps in the spirit of the single family neighborhood atmosphere while keeping the lot sizes comparable to those currently in the neighborhood. The front house is craftsman design and fits well with the existing houses there. There rear house is designed with enough garage space and parking area that will keep vehicles off the street and adapt nicely to the unique property lines, also while maintaining appropriate open and green space.

I have also known the Faylor family for many years and know they will make great additions to the neighborhood. I fully support this project and believe it is the best use of this vacant lot which has been an eye sore to the neighborhood for many years. I hope the plans will be approved and this development moves forward as it will greatly improve the neighborhood.

Darryl Von Raesfeld
185 Westridge drive
Santa Clara, CA 95050
408 889-3904

MEZZETTI LAW FIRM, INC.
A Professional Corporation

ROBERT L. MEZZETTI II
JULIE E. BONNEL-ROGERS
ROBERT L. MEZZETTI, of Counsel
Attorneys at Law

31 East Julian Street
San Jose, CA 95112
Telephone: (408) 279-8400
Facsimile: (408) 279-8448

August 21, 2014

City of Santa Clara
Attn: Commission Secretary- Joe Sweeney
1500 Warburton Avenue
Santa Clara, CA 95050

Re: 297 Bel Ayer Drive, Santa Clara, CA 95050

Dear Commissioner Sweeney,

I have lived in Santa Clara all of my life and particularly in the neighborhood of the above referenced property. The Mezzetti Family Trust, of which I am Trustee, also owns property in the neighborhood.

The subject property has been in a state of disrepair and an eyesore ever since the 1960's. As a child, I recall riding my bicycle down Bel Ayer Dr. and being fearful of going anywhere near the subject property.

This 20,131 sq ft lot backs up to an alleyway along the rear of commercial buildings on Steven Creek Blvd. I have reviewed John Faylor's plans for a lot split and PD Project. The size, nature, and location of this lot will support the proposed development, will transform the property into an asset of the neighborhood, and will provide an increased tax base for the City.

I am intimately familiar with other development projects Mr. Faylor has completed in the Santa Clara Valley. Each project was completed on time, within budget, and has improved the quality of the surrounding neighborhood.

Please approve this much needed and desirable project.

Very truly yours,

ROBERT L. MEZZETT II

RM:vg
cc: John Faylor

Attachment 6

MEZZETTI LAW FIRM, INC.
A Professional Corporation

ROBERT L. MEZZETTI II
JULIE E. ROGERS
ROBERT L. MEZZETTI, of Counsel
Attorneys at Law

31 East Julian Street
San Jose, CA 95112
Telephone: (408) 279-8400
Facsimile: (408) 279-8448

August 20, 2014

RECEIVED
AUG 21 2014
PLANNING DIVISION

City of Santa Clara
Attn: Planning Commission
1500 Warburton Avenue
Santa Clara, CA 95050

Re: 297 Bel Ayer Drive, Santa Clara, CA 95050

Dear City of Santa Clara Planning Commission,

I have lived in Santa Clara all of my life and particularly in the neighborhood of the above referenced property. The Mezzetti Family Trust, of which I am Trustee, also owns property in the neighborhood.

The subject property has been in a state of disrepair and an eyesore ever since the 1960's. As a child, I recall riding my bicycle down Bel Ayer Dr. and being fearful of going anywhere near the subject property.

This 20,131 sq ft lot backs up to an alleyway along the rear of commercial buildings on Steven Creek Blvd. I have reviewed John Faylor's plans for a lot split and PD Project. The size, nature, and location of this lot will support the proposed development, will transform the property into an asset of the neighborhood, and will provide an increased tax base for the City.

I am intimately familiar with other development projects Mr. Faylor has completed in the Santa Clara Valley. Each project was completed on time, within budget, and has improved the quality of the surrounding neighborhood.

Please approve this much needed and desirable project.

Very truly yours,

ROBERT L. MEZZETT II

RM:vg
cc: John Faylor

MEZZETTI LAW FIRM, INC.
A Professional Corporation

ROBERT L. MEZZETTI II
JULIE E. BONNEL-ROGERS
ROBERT L. MEZZETTI, of Counsel
Attorneys at Law

31 East Julian Street
San Jose, CA 95112
Telephone: (408) 279-8400
Facsimile: (408) 279-8448

Attachment 6

August 21, 2014

RECEIVED
AUG 26 2014
PLANNING DIVISION

City of Santa Clara
Attn: Commission Member- Yuki Ikezi
1500 Warburton Avenue
Santa Clara, CA 95050

Re: 297 Bel Ayer Drive, Santa Clara, CA 95050

Dear Commissioner Ikezi,

I have lived in Santa Clara all of my life and particularly in the neighborhood of the above referenced property. The Mezzetti Family Trust, of which I am Trustee, also owns property in the neighborhood.

The subject property has been in a state of disrepair and an eyesore ever since the 1960's. As a child, I recall riding my bicycle down Bel Ayer Dr. and being fearful of going anywhere near the subject property.

This 20,131 sq ft lot backs up to an alleyway along the rear of commercial buildings on Steven Creek Blvd. I have reviewed John Faylor's plans for a lot split and PD Project. The size, nature, and location of this lot will support the proposed development, will transform the property into an asset of the neighborhood, and will provide an increased tax base for the City.

I am intimately familiar with other development projects Mr. Faylor has completed in the Santa Clara Valley. Each project was completed on time, within budget, and has improved the quality of the surrounding neighborhood.

Please approve this much needed and desirable project.

Very truly yours,

ROBERT L. MEZZETT II

RM:vg
cc: John Faylor

Shaun Lacey

From:	Peter Williamson <peterhw@sonic.net>
Sent:	Sunday, August 03, 2014 3:21 PM
To:	Shaun Lacey
Subject:	Proposal PLN2014-10456
Follow Up Flag:	Follow up
Flag Status:	Completed

Dear Planning Department,

A subdivided lot at 297 Bel Ayre Drive would set a precedent that would potentially destroy all our large lots in the neighborhood and diminish the value of all our homes in the area. This particular lot happens to be one of the larger lots in the area and should be utilized as a single lot giving the buyer the advantage of building a large home with a detached garage and workshop as shown in the previous plan (PLN2013-09824).

The proposed plan, PLN2014-10456 shows two homes with all the oak and redwood trees removed and the second home too close to the street. It is a sacrilege to remove these healthy trees for the sake of adding a second home on this lot.

Another major issue is the parking for more than three cars for the entire proposal. Where is the garage for the house closest to the street? Only a common driveway for both houses and the guest house does not allow guest parking for the entire project. That means all the guest parking will be on the street in front of someone else's home. If each of the proposed houses has occupants that have more than the minimum number of vehicles, then permanent street parking in front of other people's homes will be the norm leading to degradation of the entire surrounding area as well as a very upset bunch of neighbors who have no room for their own guests.

As a minimum, the city should require that new construction on a large lot be required to provide enough parking to accommodate all residences of the home plus guests.

I am opposed to the entire proposal as submitted and particularly to the subdivision of the lot. The entire proposal will diminish the quality of the entire neighborhood and set a bad precedent that can not be overturned in the future. This lot should be kept intact and a new proposal submitted that keeps the surrounding trees and maintains the character of the neighborhood.

Peter Williamson
217 Bel Ayre Drive
Santa Clara, CA 95050

Shaun Lacey

From:	Michelle Purviance <mjpurviance@yahoo.com>
Sent:	Friday, August 15, 2014 5:49 PM
To:	Shaun Lacey
Subject:	297 Bel Ayre(Case PLN2014-10456)
Follow Up Flag:	Follow up
Flag Status:	Flagged

Dear Planning Department,

I am not in favor of the tentative parcel map and rezone for a two-lot subdivision for two new single-family residences and a second living unit at 297 Bel Ayre.

The zoning for this property should remain R1-6L or be changed to R1-8L (not Planned Development) in order to preserve the character of this unique neighborhood that was developed in the late 1940s and early 1950s. The large lots, 8000sf plus, is what makes this neighborhood unique. About half the properties are zoned R1-8L because they meet the 70' width requirement. This zoning, which places stricter requirements on the side yard setbacks, is rare in Santa Clara. While 297 Bel Ayre does not meet the width requirement for R1-8L zoning because it is a corner lot wedged between two streets, I believe it meets the spirit and intent of R1-8L zoning. This property should remain R1-6L or be changed to R1-8L. It should not be subdivided and rezoned to Planned Development.

If 297 Bel Ayre were to be rezoned and subdivided it would set a precedent for the subdivision of other lots in the neighborhood. Slowly but surely the neighborhood as it is today and has been since the 1950s would be destroyed echoing what occurred in the Old Quad.

I ask that the Planning Department recommend denial of the applicant's request to rezone and subdivide 297 Bel Ayre. There is a market for homes on large lots in Santa Clara. Last year, two new homes were constructed on two empty lots on Cecil Avenue: 3151 and 3161. These homes sold for $1.5M each. Please preserve the unique character of our Santa Clara neighborhood by keeping the large lots for single-family residences.

Sincerely,

Michelle Purviance
230 Cypress Avenue, Santa Clara

Shaun Lacey

From: Planning
Sent: Monday, June 30, 2014 1:07 PM
To: Shaun Lacey
Subject: FW: "Case PLN2014-10456 - 297 Bel Ayre Drive

For you! Thanks!

Megan Valenzuela | Office Specialist IV
Main: (408)615-2450; Direct: (408)615-2463

From: Coughlin, Ted [mailto:TCoughlin@calwater.com]
Sent: Monday, June 30, 2014 11:57 AM
To: Planning
Subject: "Case PLN2014-10456 - 297 Bel Ayre Drive

I am not in favor of the proposed subdivision of this lot as shown in the architectural plan presented by John Faylor:

1) The lot coverage appears excessive and would not fit in with the remaining properties on the street. Bel Ayre Manor was specifically developed to offer large spacing between houses and a rural type setting.
2) There is not enough street parking to accommodate 2 houses and a granny unit at this pie shaped lot. Neighbors will not be happy with the new neighbors parking in front of their homes. This neighborhood has the nice characteristic of having few cars parked in the street because the lots are large and roomy for onsite parking.
3) The proposed buildings would require removal of all the beautiful redwood trees that add so much character to the neighborhood.
4) Chopping of this lot in the proposed manner will give the neighborhood a bad reputation in the real estate market. Why would a prospective buyer want to move in to an area where they would never know what the next door neighbor will be allowed to build on his lot. More detailed subdivision restrictions and public outreach is necessary for this neighborhood if we are to preserve the original character and beauty of our neighborhood.

My understanding of the subdivision restrictions when we moved in (1988) was that the lot must be at least 14,000sf to be subdivided. Is this not the code now? Thanks, Ted

TD Coughlin

Theodore D. Coughlin, P.E.
California Water Service Company
Senior Civil Engineer
1720 N. First Street
San Jose, Ca. 95112
408-367-8391
408-210-9035 Cell

This e-mail and any of its attachments may contain California Water Service Group proprietary information and is confidential. This e-mail is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this e-mail, please notify the sender immediately by replying to this e-mail and then deleting it from your system.

Shaun Lacey

From: Planning
Sent: Monday, June 23, 2014 10:39 AM
To: Shaun Lacey
Subject: FW: 297 Bel Ayre(Case PLN2014-10456)

For your project.(1 of 5 emails received this weekend)

Megan Valenzuela | Office Specialist IV
Main: (408)615-2450; Direct: (408)615-2463

From: Tracie Johnson [mailto:johnson.tracie@rocketmail.com]
Sent: Saturday, June 21, 2014 9:50 AM
To: Planning
Subject: 297 Bel Ayre(Case PLN2014-10456)

Dear Planning Department,

I live in the South of Forest Neighborhood of Santa Clara that is 11 residential streets encompassed by Stevens Creek, San Thomas, Forest and Winchester.
The South of Forest Neighborhood was established in the late forties along Stevens Creek and was one of the first areas of housing outside of the original grid of downtown Santa Clara. At the time it was County property. The properties range in size from 1/4 acre to 1/2 an acre. The large lots were sold to different contractors. Some of them where actual home owners who's families still reside here today. For this reason, all the homes were custom built. They are not tract homes. And since they were built over the course of about 10 years, they have unique architectural styles that reflect that post war era.

I am very concerned about protecting the unique character of this neighborhood with its large lots and open space. The large lots are the underpinnings of this special, intact, post war neighborhood. There is no other neighborhood like this in Santa Clara. This is the closest thing we have to a "Rose Garden" or a "Dry Creek."

Currently there is an application in to subdivide the approximately 1/2 acre lot at 297 Bel Ayre(Case PLN2014-10456).I am against the proposal because it sets a precedent for subdivision of our large lots. I do not want to see this neighborhood fragmented like the Old Quad. Subdividing will attract more developers with similar plans. This will erode and destroy this one of a kind neighborhood in Santa Clara.

Regards,
Tracie Johnson
220 Bel Ayre Drive
Santa Clara, CA 95050

Shaun Lacey

From: Planning
Sent: Monday, June 23, 2014 10:39 AM
To: Shaun Lacey
Subject: FW: Case PLN2014-10456

For your project (2 of 5 emails received this weekend)

Megan Valenzuela | Office Specialist IV
Main: (408)615-2450; Direct: (408)615-2463

From: Susan Renwick [mailto:suerenwick54@gmail.com]
Sent: Saturday, June 21, 2014 10:24 AM
To: Planning
Subject: Case PLN2014-10456

230 Bel Ayre Drive
Santa Clara, 95050

Santa Clara Planning Department,

Dear Sir,

My husband and I live at 230 Bel Ayre Drive, very close to the location of the proposal above. We chose this home over 15 years ago because of the diverse homes and the large lots in the neighborhood. This is not a tract home area and we very much want to retain its unique charm for future generations. Consequently, we are very concerned that this application which seeks to subdivide the 1/2 acre lot at 297 Bel Ayre Drive will be the start of a change which will erode the character of the area and must oppose it.

Please help us retain the personality of the area by denying permission to subdivide this lot.

Sincerely.

Susan and Craig Renwick

Shaun Lacey

From: Planning
Sent: Monday, June 23, 2014 10:39 AM
To: Shaun Lacey
Subject: FW: 297 Bel Ayre(Case PLN2014-10456)

For your project (3 of 5 emails received this weekend)

Megan Valenzuela | Office Specialist IV
Main: (408)615-2450; Direct: (408)615-2463

From: roland schulz [mailto:roland_schulz@hotmail.com]
Sent: Saturday, June 21, 2014 11:02 PM
To: Planning
Subject: 297 Bel Ayre(Case PLN2014-10456)

Dear Planning Department,

I live in the South of Forest Neighborhood of Santa Clara that is 11 residential streets encompassed by Stevens Creek, San Thomas, Forest and Winchester.

I would like to support the subdivision of the lot (PLN2014-10456) as long as the homes to be built are nice, high quality construction. Our lots in the neighborhood range from 6000 sqft to 10,000 sqft and up. Most lots surrounding the subject property are 8,900 to 9,300 sqft. So a 20,000 lot would nicely subdivide into two lots of roughly 10,000 sqft each, minus the necessary driveway access.

The vacant lot has been an eyesore for a long time, and according to one of the adjacent neighbors previously had a home on it that had been neglected and attracted squatters. The home was eventually torn down, leaving our neighborhood with a vacant lot for over a decade that I have lived in our neighborhood.

The one downside of this lot is its very small frontage, making a long driveway and recessed home placement necessary. I would prefer to have one or two nice homes contributing to the value and desirability of our neighborhood than a vacant lot.

Regards,
Roland Schulz
232 Douglane Ave
Santa Clara, CA 95050

Shaun Lacey

From: Planning
Sent: Monday, June 23, 2014 10:39 AM
To: Shaun Lacey
Subject: FW: Case PLN2014-10456

For your project (4 of 5 emails received this weekend)

Megan Valenzuela | Office Specialist IV
Main: (408)615-2450; Direct: (408)615-2463

From: Barbara Drummer [mailto:bdrummer@sbcglobal.net]
Sent: Sunday, June 22, 2014 1:27 PM
To: Planning
Cc: southofforest@yahoogroups.com
Subject: Case PLN2014-10456

Hi,

As you can see by my signature below, I live in the area of 297 Bel Ayre Drive. I understand that Case PLN2014-10456 requests this lot be subdivided into two lots. My husband and I are totally against this request. We do not want commercial encroachment from Stevens Creek Blvd. and we do not want our lots to be subdivided. Both of these are undesirable directions for the City as a whole and for our neighborhood in particular. Much of the value of our neighborhood is based in the larger than normal lots (R8).

We love our pocket of this city and we want other families to have the opportunity to share in our slice of heaven. As each new family joins our neighborhood, they improve their property, the street they live on, and the neighborhood as a whole. Westridge Drive between Forest Ave & Cecil Ave is a great example. When we bought our home in 1988, all of the adjacent houses were owned by their original owners. Since then, the older folks passed away, young families bought the homes and improved them. If current conditions are allowed to continue, this will happen to even the most undesirable houses in our neighborhood, revitalizing the whole area...not with new construction but with a historical perspective that is unique to Santa Clara and to our neighborhood. Please help us ensure this natural evolution continues. We don't want developers and we don't want multifamily houses. Other areas of Santa Clara have been lost to this type of development. Don't let our neighborhood become lost to it too.

If you have any questions or want more information, please do not hesitate to contact me at the phone number below.

Regards, Barb

Barbara Drummer
249 Westridge Drive
Santa Clara, CA 95050
408-316-4701
bdrummer@sbcglobal.net

Shaun Lacey

From: Planning
Sent: Monday, June 23, 2014 3:56 PM
To: Shaun Lacey
Subject: FW: 297 Bel Ayre

Megan Valenzuela | Office Specialist IV
Main: (408)615-2450; Direct: (408)615-2463

From: Dave Stealey [mailto:dave.stealey@yahoo.com]
Sent: Monday, June 23, 2014 3:27 PM
To: Planning
Subject: 297 Bel Ayre

Dear Planning Department,

We live in the South of Forest Neighborhood [SOFNA] in Santa Clara. Our concern is that there seems to be a movement by a couple of neighbors to stop anyone from improving their property. The latest complaint is over 297 Bel Ayre. The property in question is a much larger lot than average, around 20,000 square feet, so why not use that oversized lot to add to the city's housing supply?

One of the basic tenets of real estate is "highest and best use". A property owner should be allowed, and encouraged, to improve their property. All points of view should be heard of course, but the most weighting by far should be given to the property owners who put up a lot of their own money to buy it. If someone with 'no skin in the game' can stop projects, that is very unfair to the property owner.

The same individual has tried to stop us from adding a bedroom to our house. That person never once came over, she never spoke to us, and she never asked us to see the plans. Instead, she used the SOFNA email groups to rally opposition, and then she showed up at our review meeting with a friend — who raised her voice at the committee, telling them they did wrong! That was very uncomfortable for us. We would have been happy to cooperate with her and explain our relatively minor home improvement. Since she lives several blocks away, our bedroom addition could not have affected her. She only showed up at the meeting with the intent of stopping us. Fortunately, the city approved that step of our addition, despite the committee being reprimanded for approving projects.

We have no problem with homeowners improving their properties, so long as the improvements are consistent with the city's rules and regulations. Housing is in extremely short supply, and the city's population is rising. The only answer to that is to find ways to increase the housing stock. NIMBYism is not the answer.

Than you for listening to our point of view.

Sincerely yours,

/s/ /s/
David and Barbara Stealey
3282 Dorcich St.

Monday, July 7, 2014 Orlando Sentinel

http://articles.orlandosentinel.com/2013-08-14/news/os-does-anybody-park-in-garage-beth-kassab-20130814_1_garage-stuff-cars

Does anybody park cars in the garage anymore?

August 14, 2013|Beth Kassab, Local News Columnist

"Jeanne Arnold, an anthropologist at the University of California at Los Angeles and a leading authority on junked-garage syndrome.

I didn't make that last part up. She studies this stuff. And her work really is scientific.

Last year she published "Life at Home in the Twenty-First Century: 32 Families Open Their Doors." It's about the habits and living spaces of two-income, middle-class families in Los Angeles.

One finding: Our garages have become oversized junk drawers.

Only a quarter of the people she studied could actually park their cars in their garages.

The rest were filled with stuff. And, the study noted, plans to sell said stuff on eBay or Craigslist rarely materialized."

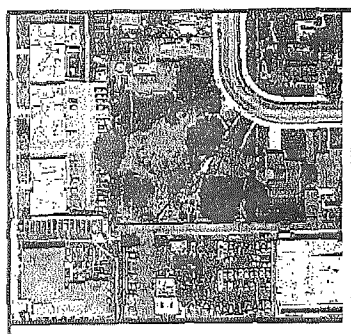
Seatle Transit Blog

Garages are Not for Cars

DECEMBER 22, 2012 AT 8:10 AM BY

I came across an interesting statistic the other day. A public radio Marketplace episode cited 2/3rds of all garages aren't used to store cars. Searching the web for more details I found it's estimated that , and a found that "Only 25 percent of garages could be used to store cars because they were so packed with stuff." This was a small but detailed study, and I'd love to find better data.

Attachment 7



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PERSONAE

OWNER

JOHN AND MARGRET FAYLOR
19291 SARATOGA SUNNYVALE ROAD
SARATOGA, CA 95070
408-609-9123

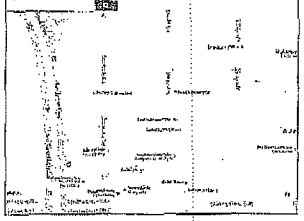
DESIGNER:

MICHELLE MINER DESIGN
MICHELLE MINER
18488 PROSPECT RD. 78
SARATOGA, CA 95070
(408) 356-0984

SURVEYOR:

JAMES RAMMERER
JR. ASSOCIATES
20980 ALTADEN RD
SAN JOSE, CA 95120
(408) 267-7456

VICINITY MAP



ANALYSIS

ASSESSOR'S PARCEL #	503-21-040
EXISTING TOTAL LOT AREA	20131 S.F.
ZONING:	REZONE TO PD
TYPE OF CONSTRUCTION:	V-B
OCCUPANCY RATING:	R-3, U
EXISTING USE:	SINGLE FAMILY RES.
SLOPE OF LOT	FLAT LOT

FRONT HOUSE - PARCEL 2	LOT ARE 6,783	
LIVING:	2683	S.F.
GARAGE:	423	S.F.
TOTAL	3106	S.F.
MAXIMUM LOT COVERAGE	3117	S.F.

BACK HOUSE - PARCEL 1	LOT ARE 13,338	
MAIN HOUSE LOWER LIVING:	2700	S.F.
MAIN HOUSE UPPER LIVING: (SPACE OVER 2' IN HEIGHT)	1480	S.F.
GARAGE:	870	S.F.
GUEST HOUSE LIVING:	640	S.F.
GARAGE:	350	S.F.
TOTAL	6040	S.F.
TOTAL LOT COVERAGE	4160	S.F.
MAXIMUM LOT COVERAGE	3335	S.F.

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.

All parcels which are temporarily served with their own private facility, except existing, shall be permanently abandoned in accordance with the requirements of the Building Permit. Other requirements may be required for compliance during the plan check process. Contact Engineering Department at (408) 868-0000 for further information.

Existing sewer lateral must be at least 4' & alignment with a minimum slope of 2%. Owner to verify size and slope and satisfactory for existing main lateral at installation or a backup.

Provision shall be made for emergency vacate and future modifications in accordance with CBC 1003.1 for Group R-3 occupancies, and Group R-3 to accommodate site table 1021.1(1) and 1021.1(2).

In all residential buildings, smoke alarms shall be installed with battery backup and be hardwired in accordance with 2014 CBC section 907.2.10.

In already constructed group R occupancies located in a building containing a habitable space or a building that has an attached garage that has equipped with single station carbon monoxide alarm. The alarm locations have shall be installed in accordance with NFPA 720 and the manufacturer's instructions. An open parking garage, as defined in the CBC, or an enclosed parking garage ventilated in accordance with the CMC shall not be deemed to be an attached garage (Note CBC 420.8.1 Exception).

6. The sleeping unit or dwelling unit in remodeled area shall have smoke alarms in accordance with section 907.2.11 of the 2014 CBC.

7. The sleeping unit or dwelling unit in new construction shall have smoke alarms in accordance with the 2014 CBC section 907.2.11.

In newly constructed Group R occupancies where a habitable space that contains fuel burning gas or fuel oil heating appliances and that is attached to a garage(s) exists and that the equipped with a ducting heating, AND where any fuel burning appliance or the garage building being located in a mechanical which other than as required for overcurrent protection (2014 CBC 420.8.1.1). Exception:

a. If there is no combustible power supply the carbon monoxide alarm may be solely battery operated. Another power source designed for use by NFPA 720. In newly constructed Group R occupancies where more than one carbon monoxide alarm is required to be installed within the dwelling unit or within a sleeping unit, one alarm shall be interconnected in a manner that activation of one alarm will activate all of the alarms in the individual unit. 2014 CBC 420.8.1.2.

In newly constructed Group R occupancies where smoke alarms shall be hard wired and interconnected in the dwelling (Section 2014 CBC 420.8.1.1). Exception: a. Where a dwelling unit or sleeping area is the installed within an the basement/1-2-3 on each level of a dwelling unit including basements (2013). It is recommended to install "anti-nuisance alarm". Carbon monoxide alarm installed with smoke alarm, unless listed and approved by the office of the State Fire Marshal.

Composite Roofing:
Roofing materials: Composite roof to be class A (high, 2014 CBC table) or more shall not be flamed or hot dipped or placed within 6 feet of combustible walls, openings, projecting lines or combustible roof eave lines unless protected by approved fire resistive (CRC R902.3). Exceptions apply. If a roof over the main entrance is to be provided, it shall be of non-combustible construction.

GENERAL NOTES:

ALL WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF MICHELLE MINER DESIGN PRIOR TO CONTINUING.

VERIFY LOCATION OF UTILITIES AND EXISTING CONDITIONS AT SITE PRIOR TO CONSTRUCTION AND GRADING.

CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR METHOD AND MANNER OF CONSTRUCTION AND FOR ALL JOB SITE SAFETY DURING CONSTRUCTION.

SLOPE ALL FINISH GRADES IN AS 5'-0" AWAY FROM STRUCTURE FOR POSITIVE DRAINAGE & LANDSCAPED AREA & SLOPE GRADE AT 1% & PAVED AREAS.

ALL WORK APPLIANCES AND EQUIPMENT SHALL COMPLY WITH CURRENT TITLE 24 ENERGY EFFICIENT STANDARDS.

NO CONSTRUCTION EQUIPMENT OR PRIVATE VEHICLES SHALL PARK OR BE STORED WITHIN THE DRIPLINE OF ANY ORDINANCE PROTECTED TREE ON SITE.

ADDRESS NUMBERS ON BUILDING SHALL BE CLEARLY VISIBLE FROM STREET OR ROAD FRONTING THE PROPERTY. MIN. 4" HIGH X 1" WIDE PER CRC R319.

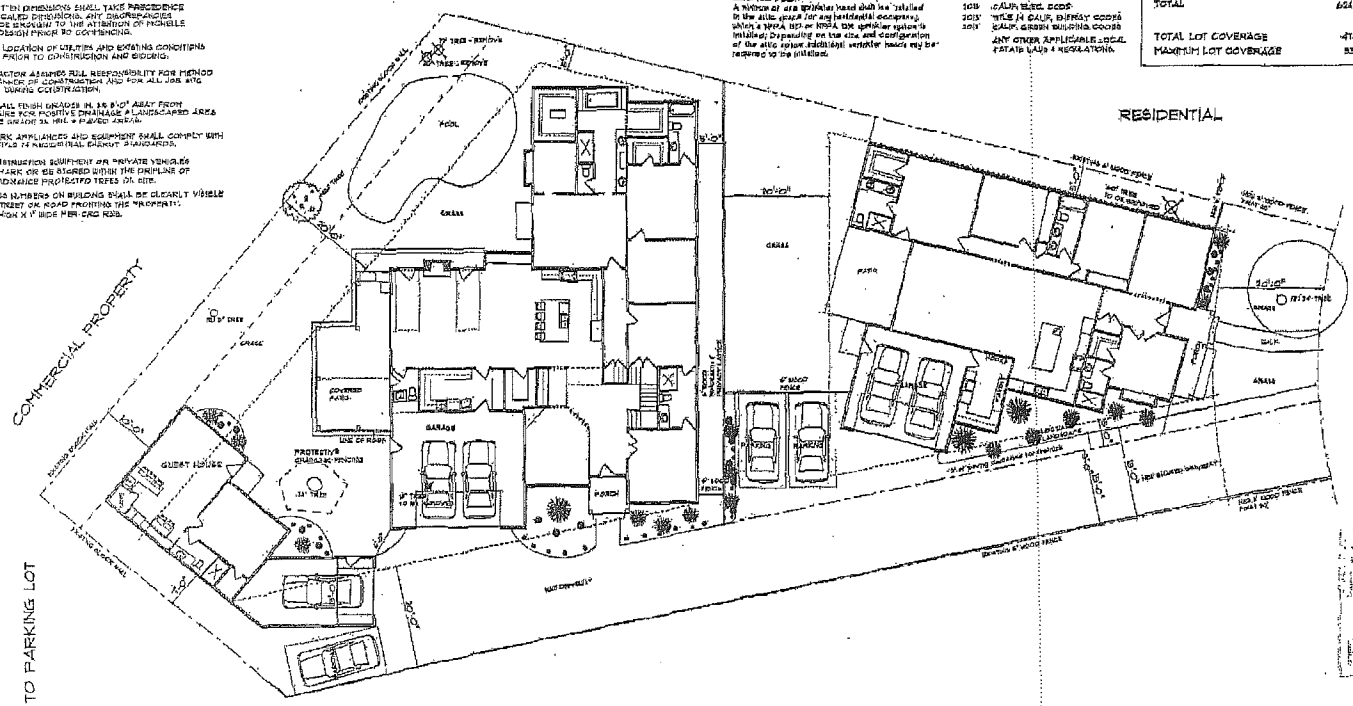
SCOPE OF WORK

SUBDIVIDE ONE LOT INTO TWO LOTS AND BUILD 2 NEW HOMES AND A GUEST HOUSE

1. Each new residential buildings shall be provided with an automatic fire sprinkler system. This will require a separate permit directly with AGFD (SCFD).
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 by the installer.

NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH:
2013 UNIFORM FIRE CODE
2014 CALIF. ELEC. CODE
2013 CALIF. RESIDENTIAL CODE
2013 CALIF. MECH. CODE
2013 CALIF. PLUMBING CODE
2013 CALIF. ELEC. CODE
2013 TITLE 24 CALIF. ENERGY CODE
2013 CALIF. GREEN BUILDING CODES
ANY OTHER APPLICABLE LOCAL ESTATE LAWS & REGULATIONS.



1" = 10'-0" SITE PLAN

RECEIVED
SEP 02 2014
PLANNING DIVISION

REVISIONS	BY

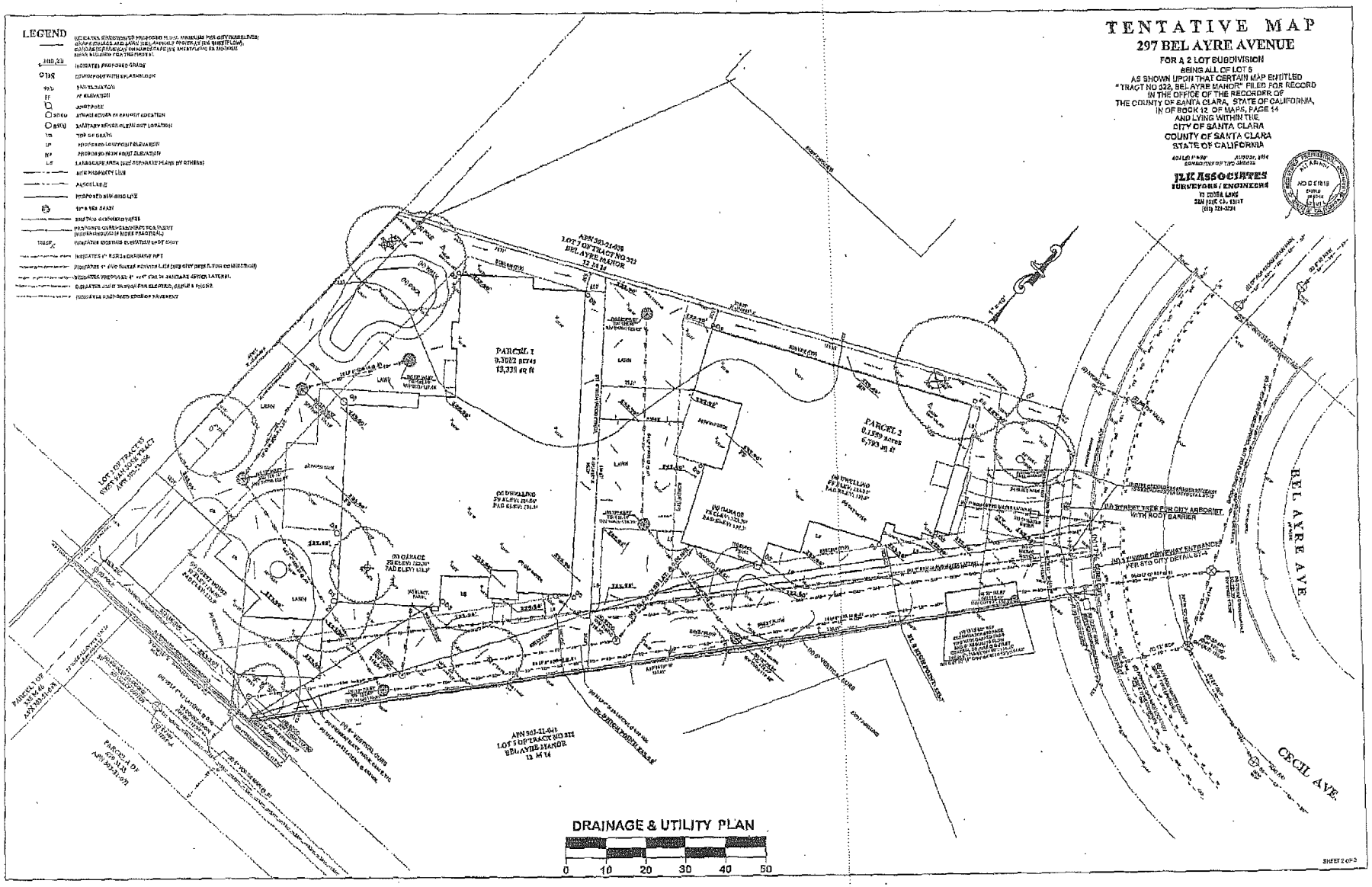
PRINTED ON
September 03, 2014

michelle miner design
18488 Prospect Rd. #78 Saratoga, CA 95070
408.356.0984 Shelminer@aol.com
WWW.MMDesignHomes.Com

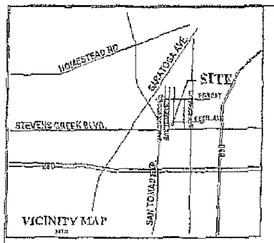
SUBDIVISION AND 2 NEW HOUSES FOR:
JOHN AND MARGRET FAYLOR
291 BEL AYRE DRIVE, SANTA CLARA CA

DRAWN BY
CHECKED BY
DATE
SEPT. 3, 2014
SCALE
AS SHOWN
JOB NO.
DATE
SHEET
1
OF SHEETS

Attachment 7



Attachment 7



WATER NOTES

W1. Prior to the issuance of Building or Grading Permits, the applicant must indicate the disposition of all existing water services on the plans. The applicant must properly abandon all existing water services on the property that will not be used per Water & Sewer Utilities standards.
W2. Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the on-site public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities.
W3. Prior to issuance of Building Permits or commencement of the grading or construction, the applicant shall insure 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.
W4. 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.
W5. 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.
W6. 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.
W7. Applicant is advised that applicant must design and install adequate plumbing for the proposed development and the affected building, as reduced residual water pressure may be experienced due to added water demand.

ENGINEERING NOTES

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, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be included within a Single Encroachment Permit issued by the City Engineering Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
E3. Developer to provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.
E4. Developer is responsible for cost of relocation or modification of any public facility necessary to accommodate subject development.
E5. Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.
E6. Driveway approaches in the public right-of-way shall be replaced with City standard curb, gutter, and sidewalk.
E7. 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.
E8. Dedicate, as required, on-site easements for new utilities by means of final map or approved instrument at time of development.
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 driveway 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. Sanitary sewer lateral must be at least a 4" in diameter with a minimum slope of 2%. Developer shall not reuse the existing sanitary sewer lateral unless the lateral is in good condition and at least 4" in diameter with a minimum slope of 2%. During the encroachment permit process developer shall video the existing lateral and provide the video to the City for review and approval.

TENTATIVE MAP

297 BEL AYRE AVENUE

FOR A 2 LOT SUBDIVISION
BEING ALL OF LOT 6
AS SHOWN UPON THAT CERTAIN MAP ENTITLED
"TRACT NO 322, BEL AYRE MANOR" FILED FOR RECORD
IN THE OFFICE OF THE RECORDER OF
THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA,
IN OF BOOK 12 OF MAPS, PAGE 14
AND LYING WITHIN THE
CITY OF SANTA CLARA
COUNTY OF SANTA CLARA
STATE OF CALIFORNIA

SCALE: 1"=16' AUGUST, 2011
CONSISTING OF TWO SHEETS

JLH ASSOCIATES
SURVEYORS / ENGINEERS
[illegible]
SAN JOSE, CA. [illegible]
[illegible]

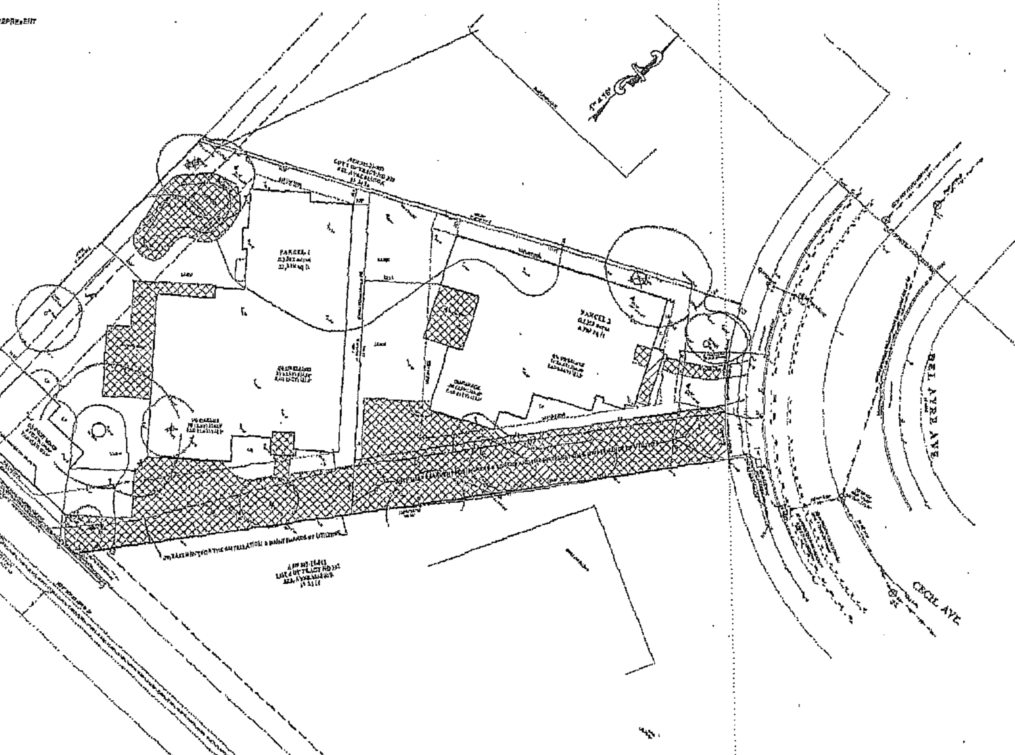
REGISTERED PROFESSIONAL ENGINEER — ALI ABIAN — NO C 57819 — Exp. [illegible] — CIVIL — STATE OF CALIFORNIA

SITE FIELD NOTES:

1. CONTOURS & ELEVATIONS ARE FIELD LOCATED AND ARE BASED ON CITY OF SANTA CLARA DATUM BY BENCH CARRY FROM BM NO H-2 "PRUNRIDGE AVE, 107' EAST OF CENTERLINE OF HAROLD AVE. CENTER STAR ON CATCH BASIN (RESET 1974).
2. [illegible] INDICATES TEMPORARY BENCH MARK SET AS SHOWN.
3. BOUNDARY INFO TAKEN FROM RECORD MAPS AND TITLE INFORMATION BUT THIS PLAN DOES NOT REPRESENT A RECORD OF SURVEY, NOR WERE ANY CORNERS REPLACED.
4. TREES TYPES ARE APPROXIMATED AND ARE TO BE IDENTIFIED BY OTHERS.
5. [illegible] INDICATES FIELD LOCATED ELEVATION SPOT SHOT.
6. APN [illegible]
7. CONTOUR INTERVAL = 1'.
8. [illegible] INDICATES DISTRICT BORDER
9. THE CENTERLINE BEARING ALONG BEL AYRE AVE, AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD ENTITLED "TRACT NO 322, BEL AYRE MANOR" IN BOOK 12 AT PAGE 14 AS MONUMENTED WAS USED FOR THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

[illegible]	[illegible] ELEVATION
[illegible]	[illegible] ELEVATION
[illegible]	JOINT POLE
[illegible]	SITE PROPERTY LINE
[illegible]	PARCEL LINE
[illegible]	PROPOSED [illegible] LINE
[illegible]	INDICATES [illegible]
[illegible]	EXISTING OVERHEAD WIRES
[illegible]	INDICATES [illegible] ELEVATION SPOT SHOT
[illegible]	INDICATES PROPOSED PAVED AREAS
[illegible]	INDICATES PROPOSED SANITARY SEWER
[illegible]	INDICATES PROPOSED [illegible]



SITE PLAN

0 16 32 48 64 80

GENERAL NOTES

1. NO NAME FOR THE PROPOSED SUBDIVISION IS "297 BEL AYRE AVE PARCEL MAP"
2. THE NAME OF THE OWNER AND SUBDIVIDER: John Farler, 1661 ROSECREST TERRACE, SAN JOSE, CA. 95128, [illegible], 408-[illegible], 408-[illegible]
3. NAME OF THE ENGINEER: JLH ASSOCIATES, ALI ABIAN, R.C.E. 57819 Exp 06-30-[illegible], 73 Cedar Lane, San Jose, CA 95127
4. THE APN NUMBER IS [illegible]
5. THE EXISTING USE OF THE PROPERTY IS SINGLE FAMILY RESIDENTIAL
6. THE PROPOSED USE IS SINGLE FAMILY RESIDENTIAL
7. THE EXISTING ZONING OF THE PROPERTY IS R1
8. PROPOSED WATER, SANITARY SEWER AND STORM DRAIN FACILITIES WILL BE CONSTRUCTED AS PER CITY OF SANTA CLARA STANDARDS
9. THE PROPOSED NUMBER OF UNITS IS TWO (2) SINGLE FAMILY RESIDENTIAL UNITS.
10. THE TOTAL AREA IS 0.4522 ACRES OR 20,[illegible] SQ FT
11. ALL RETAINING WALLS WILL BE PRIVATE FACILITIES MAINTAINED BY THE HOMEOWNERS.
12. THERE ARE NO WELLS ON THE SUBJECT PROPERTY.
13. VERTICAL DATUM IS BASED ON CITY OF SANTA CLARA DATUM, BM NO H-2 "PRUNRIDGE AVE, 107' EAST OF CENTERLINE OF HAROLD AVE. CENTER STAR ON CATCH BASIN (RESET 1974).
14. THE SUBDIVISION WILL CONFORM TO THE STREET TREE PLAN OF THE CITY OF SANTA CLARA.
15. THE SOURCE OF DOMESTIC WATER: CITY OF SANTA CLARA
16. SANITARY SEWER: CITY OF SANTA CLARA.
17. STORM DRAIN: SANTA CLARA VALLEY WATER DISTRICT
18. STREET TREES: CITY OF SANTA CLARA
19. GAS & ELECTRIC: PG&E
20. TELEPHONE: AT&T
21. CABLE TV: AT&T BROADBAND
22. FIRE: SANTA CLARA FIRE PROTECTION DISTRICT
23. THIS SITE IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE ACCORDING TO THE FIRM MAPS.

AREA TABLE

PARCEL 1	0.3062 acres	13,339 sq ft	66.3% OF TOTAL AREA
PARCEL 2	0.1559 acres	6,792 sq ft	33.7% OF TOTAL AREA
TOTAL LOT AREA	0.4622 acres	20,131 sq ft	100% OF AREA
TOTAL IMPERVIOUS AREA COVERAGE	0.1683 acres	7448 sq ft	64.3 %

Attachment 7

FLOOR PLAN NOTES

INSTALL 1/2" ATTIC VENT ON GARAGE SIDE OF GABLE OPPOSITE TO GABLE VENTS AND ON 1 TYPE "A" CTR. 2ND HOUR PROTECTIVE REQUIREMENTS TO BE PROVIDED ON THE GARAGE CEILING WHEN OVER SPACES ABOVE THE GARAGE. APPLY TO WALLS, FOOT AND HEADER OF GARAGE ADJACENT TO AND SUPPORTING THE DWELLING. ANY ATTIC VENT ON WALL MUST BE PROVIDED ON GALVANIZED WIRE + 1" OR 2" NO. 2 OR 3 NAILS PER SQUARE. (FASTENER VERIFIED BY 2010).

ALL INTERIOR WALLS SHALL BE COVERED WITH 1/2" GYPSUM WALL BOARD OVERLAPPING WOOD.

CYPRESS WALL GYPSUM SHALL BE INSTALLED PER CURRENT U.B.C.

INSTALL 5/8" TYPE "X" GYP. BD. ON WALLS AND CEILING WHERE UNDER ATTIC CLOSETS, UNDER APPLIANCES.

WALL COVERING SHALL BE CERAMIC BACKER BOARD, WET BAR APPROVED EQUAL TO 36" ABOVE SINKS AT BUILDER OR PER ALL WINDOWS, MATERIALS OTHER THAN STRUCTURAL ELEMENTS TO BE MOISTURE RESISTANT.

PROVIDE SAFER RESISTANT GYP. BD. ON ALL "WET" AREAS.

CEILINGS AROUND GAS VENTS, DOCTS & PIPING + BACK PLANES SHALL BE FIRE STOPPED.

ALL CEILING IN GARAGE THAT PLANE OTHER THAN THE COMMON WALL SHALL BE 1/2 GA. GYP. OR WOOD.

PROVIDE MAS BEAMS IN OPENINGS + FLOOR COUNCE OF ALL FIREPLACES.

FIREPLACE INSTALLATION AND USE SHALL BE IN ACCORDANCE WITH "UBC" LISTING + LOCAL CODES.

INSULATION SHALL BE INSTALLED IN ALL ATTIC SPACES AND SUPPORTED NO 1" ABOVE FROM WALL TO HORIZONTAL AREA EXCEPT 1000 S.F.

PROVIDE 1 3/8" SOLID CORE DOOR OF GARAGE FROM GARAGE TO HOUSE.

EXTERIOR DOORS ALL OF THAT INTO AUTO SHOP, BACKPATIO, EXTERIOR DOORS MUST THICK WITH SOLID WOOD PANELS NOT LESS THAN 1 3/8" THICK AND A SUITABLE ALTERNATIVE TO A SOLID CORE DOORS.

VENTILATED OPENINGS SHALL BE COVERED WITH METAL MESH WITH MIN. 1/4" OPENINGS.

MAIN + WATER HEATER INSTALLED ON 18" HIGH WOOD PLATFORM 18" THE WITH WOOD TOP SURFACE.

THE ALL SERVICE SPACE OF ALL WATER HEATERS WATER HEATERS AND FURNACES TO BE GAS CONTROL WATER HEATERS TO HAVE PRESSURE & TEMPERATURE RELIEF DEVICES & EXPANSION TO OUTSIDE & PIPES TO BE INSTALLED AT FOUND WITHIN UPPER TO AND LOWER 1/3 OF THE VERTICAL DIMENSIONS, AT LEAST ONE 2" CLEARANCE SHALL BE PROVIDED ABOVE CONTROLS. WATER LOCATED IN GARAGE.
SEE DETAIL SHEET P4

WINDOWS MARKED AS "EGRESS" MUST HAVE SILLS, HEIGHT REQUIREMENTS OF 44" HIGH SILL + MAY NOT EXCEED OPENING OF 20" IN WIDTH 24" IN HEIGHT IF THE OPEN OPENING OF 5.7 SQ. FEET

GUEST BEDROOMS TO BE MIN 54" MIN.

ATTIC ACCESS TO BE 30" X 30" MIN.

WINDOWS MANUFACTURED + GUARANTEED TO BE USED PERFORM MANUFACTURED + GUARANTEE TO BE UL LISTED + INSTALLED PER MFG.

ALL GLASS DOORS, ALL ITEMS WITHIN 24" OF DOORS + WITHIN 14" OF FLOOR, GLASS SHALL BE SAFETY TEMPERED

PROVIDE 2 1/2" SOLID BACKING FOR HANGER, GRAB BARS, TOWELING, ACCESSORIES, ETC. AS NEEDED.

EXTERIOR SHEETWALLS TO BE 1 X 4 STUDS 16" O.C. 1/2" EXT. WALLSHEATHING, WOODEN SIDING STUCCO + FINISH PER ARCHITECT.

WINDOWS AND DOOR SIZES SHOWN ARE FOR DESIGN PURPOSES ONLY. ACTUAL WINDOW + DOOR SIZES SHALL BE PROVIDED + VERIFIED PER MFG. SPECIFICATIONS. MAKE + MODEL NUMBERS SHALL BE CLEARLY OF THE APPROVED AND ON SHOP DRAWINGS SUBMITTED. WINDOWS TO BE DUAL PANED WINDOWS.

INSTALL ALL WINDOWS AND DOOR AS PER MANUF. SPECIFICATIONS

ATTICS WITH A VENTILATION HEIGHT OF 30" OR MORE REQUIRES A STAIRWAY.

ALL ATTICS ACCESS AND A 30" PATHWAY PLANK, PROVIDED WITH A GRADE FOR THE DESIGNED AREAS, PLANK TO MATCH THE DESIGN TO THE MAY WOOD PLANK.

ATTIC ACCESS: MINIMUM OF 6" IN HEIGHT OF CLEAR SPACE, A CONTINUOUS ACCESSIBLE CLEARED AND MAINTAINED WITH A MIN. OF 30" X 30" IN AREA OR AS LARGE AS THE SMALLEST PIECE OF EQUIPMENT. MIN. 30 INCH TRAVEL PATH AND 24" WIDE BY SOLID FLOOR MATERIALS. PROVIDE 30" X 30" ACCESS PLATFORM IN FRONT OF THE DUCT/FURNACE, WATER HEATER MECHANICAL OUTLET AND LIGHTING PER CODE. SEE DETAIL SHEET P4

ATTIC AREAS UNDER FLOOR AREA SHALL BE PROVIDED WITH A MIN. 18" X 24" OPENING. FOUNDATION AREA SHALL BE VENTILATED BY OPENING OF A NOT LESS THAN ONE SQUARE FOOT PER 150 SQ. FT. OF FLOOR AREA. VENTILATED OPENING SHALL BE PROTECTED BY METAL MESH WITH A 1/4" MAX. OPENING.

CONTRACTOR SHALL PROVIDE GALVANIZED SHEET METAL PAN UNDER ALL KITCHEN SINKS, WHEN LOCATED ON AN UPPER FLOOR.

ALL DIMENSIONS ARE TO THE FACE OF STUDS.

PLAN ALL EXTERIOR OPENINGS WITH SHEET METAL TO EXTEND 1" OVER SILL TO PREVENT WATER DAMAGE.

CABINET MANUFACTURER SHALL PROVIDE SHOP DRAWINGS FOR CONTRACTOR, OWNER OR THE ARCHITECT'S APPROVAL FOR ALL CABINET SIZES AND FINISHES, MATERIALS ETC. AND OWNERS EXPENSES ALL INTERIOR ALTERATIONS.

PROVIDE 3/4" BASE IN BATHROOMS FOR ALL AREAS MISSING THRU THE WALL TO THE GARAGE.

LAUNDRY SHALL HAVE A WORK NOT LESS THAN 2 WIDTH OF THE DOOR OR A STAIRWAY.

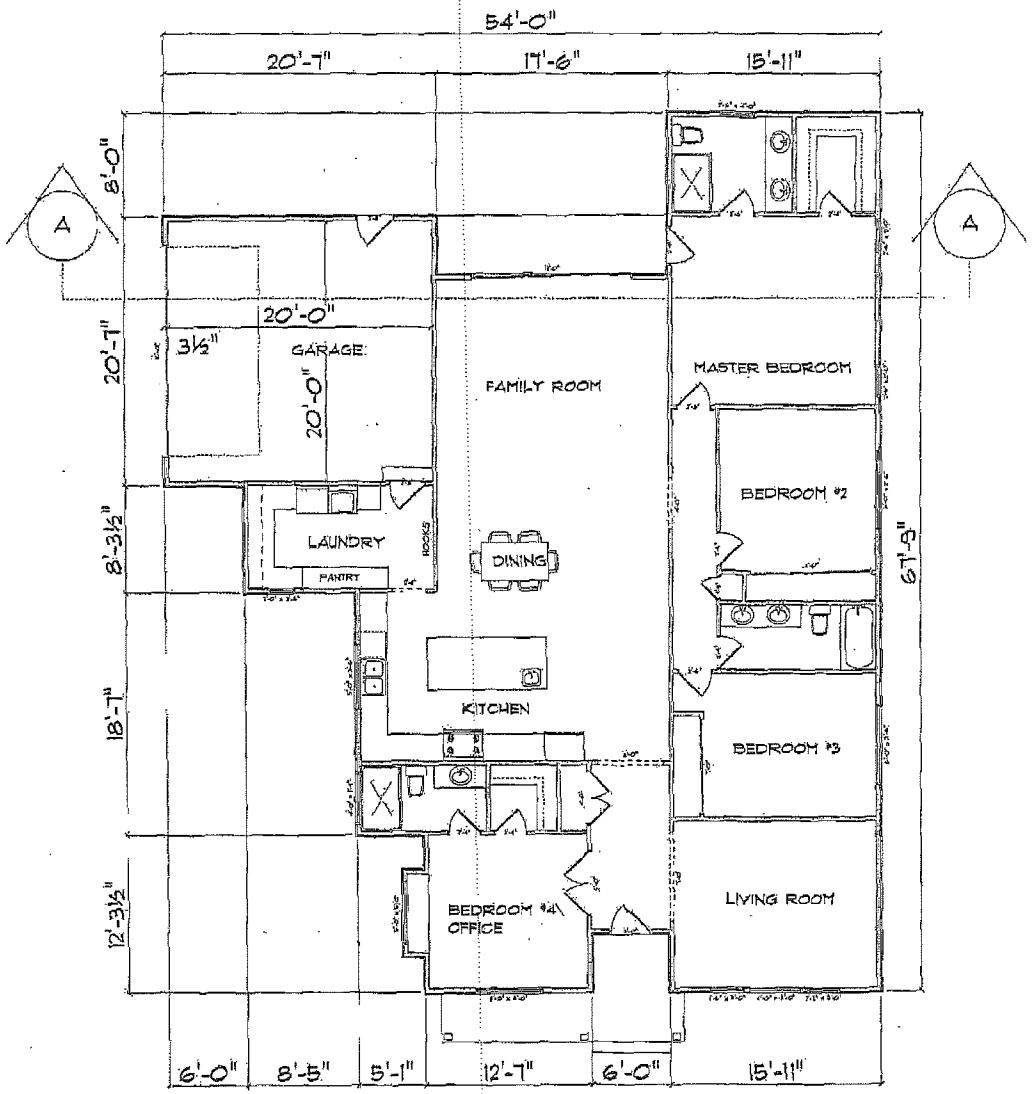
STAIRWAYS: 36" MINIMUM WIDTH, 7 1/4" MAX. RISE, 10" MIN. RUN AND 6'-8" MIN. HEAD ROOM.

"GUESTS" TO HAVE MIN 60" LEDGE X 30" DEEP CLEARANCE

PROVIDE LINEN CLOSET FOR ALL BEDS

CEILING HEIGHT OF ALL ROOMS TO INCLUDE FLOOR TRIM.

PROVIDE COMBUSTION AIR FOR GAS FUEL BURNING APPLIANCES



1/4" FRONT HOUSE FLOOR PLAN

REVISIONS BY

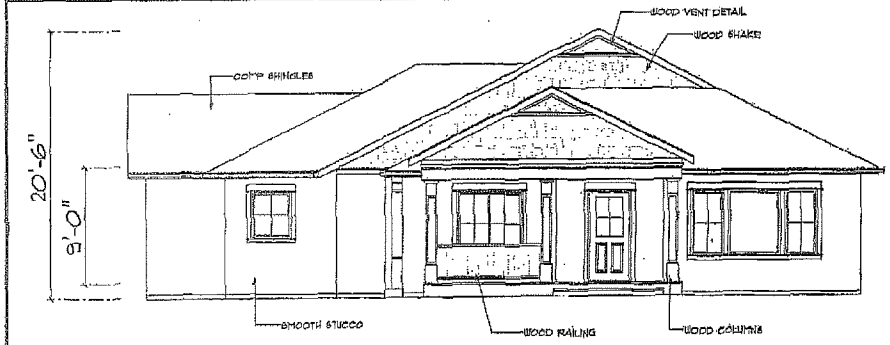
PROJECT DATE
September 26, 2014

michelle miner design
16488 Prospect Rd. #15 Saratoga, CA 95070
408.366.0884 Shelminer@aol.com
WWW.MMDesignHomes.com

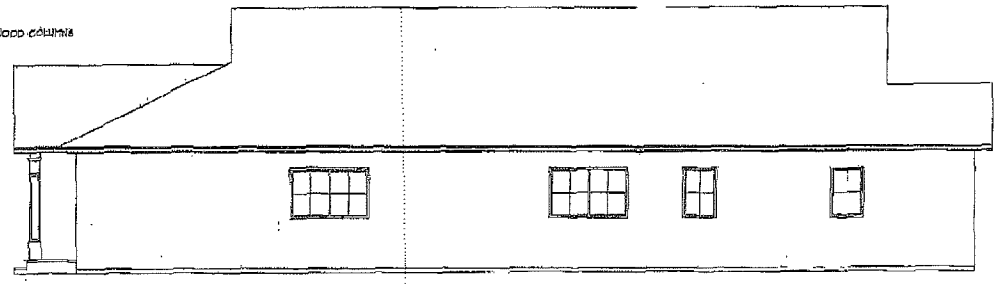
SUBDIVISION AND 2 NEW HOUSES FOR:
JOHN AND MARGRET FAYLOR
237 BEL AYRE DRIVE, SANTA CLARA CA

DRAWN MM
CHECKED MM
DATE SEPT. 3, 2014
SCALE AS SHOWN
JOB NO.
NEW
SHEET 2
OF 4 SHEETS

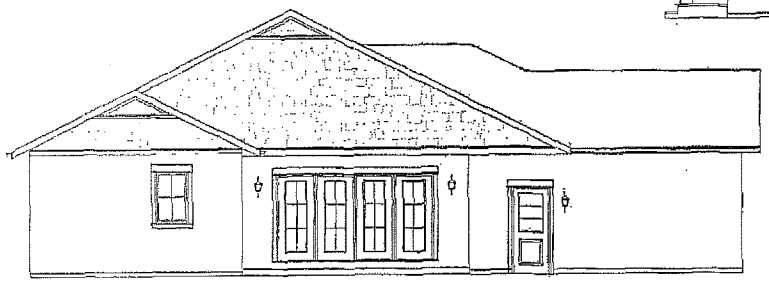
Attachment 7



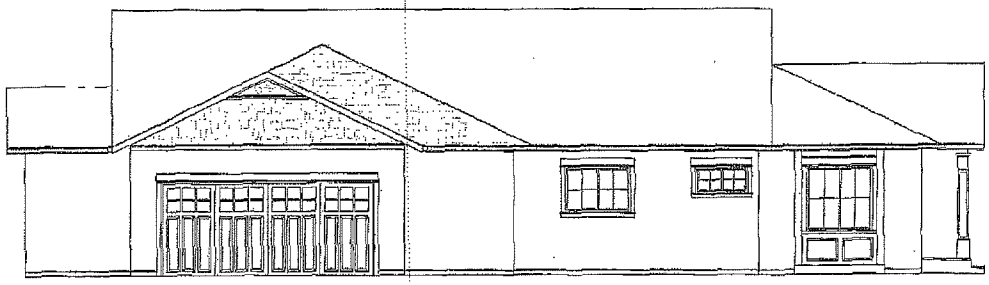
1/4" FRONT ELEVATION



1/4" RIGHT SIDE ELEVATION



1/4" REAR ELEVATION



1/4" LEFT SIDE ELEVATION

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SUNDAY OF 2014

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SUBDIVISION AND 2 NEW HOUSES FOR:
JOHN AND MARGRET FAYLOR
297 BEL AYRE DRIVE, SANTA CLARA CA

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MM
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MM
DATE
SEPT. 2, 2014
SCALE
AS SHOWN
JOB NO.
1484
SHEET
3
OF SHEETS

Attachment 7

ROOF PLAN NOTES

ROOFING:
CLASS "A" COMPOSITION SHINGLES, COLOR TO BE SELECTED BY OWNER. OVER 30 LB. ROOFING FELT.INSTALL PER MANUF. SPECS.

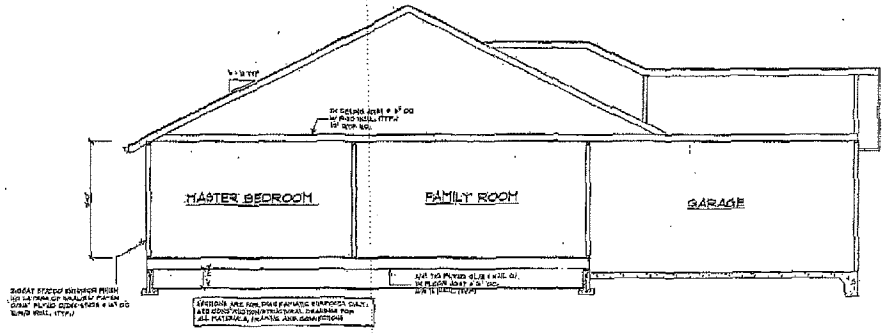
BUILT-UP ROOF, CLASS "A"
25 LB BASE PLY, ATTACHED MECHANICALLY 5' OC SPACES, AND 18" OC FIELD, INNER PLIES, 3 LS. FELT W/ MIN. 25 LB. MOPPING. 78 LS. MINERAL SURFACE CAP SHEET.

FLASHING & COUNTERFLASHING:
26 GAUGE STEEL, U.O.N., AS REQUIRED AT JUNCTURE OF ROOF AND VERTICAL SURFACES. SEE SHEET METAL NOTES ON SHEET SP.

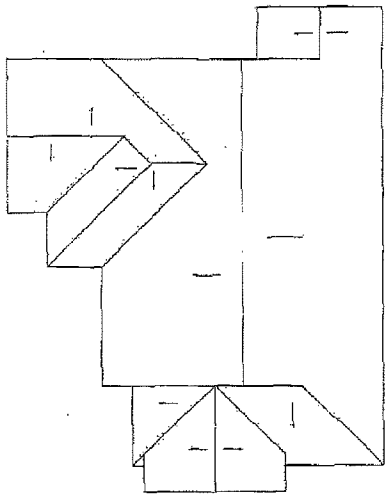
VALLEY FLASHING:
26 GAUGE GALV. STEEL OVER 15 LB. FELT, CRICKETS SIMILAR.

DOWNSPOUTS:
2 1/4" DIA ROUND GALV. STEEL DOWN SPOUTS. PROVIDE BASKET STRAINER AND SPLASH-BLOCK AT EACH DOWNSPOUT.

GUTTERS:
5" GALV. STEEL GUTTER



1/4" SECTION "A"



1/8" ROOF PLAN

michele miner
— design —
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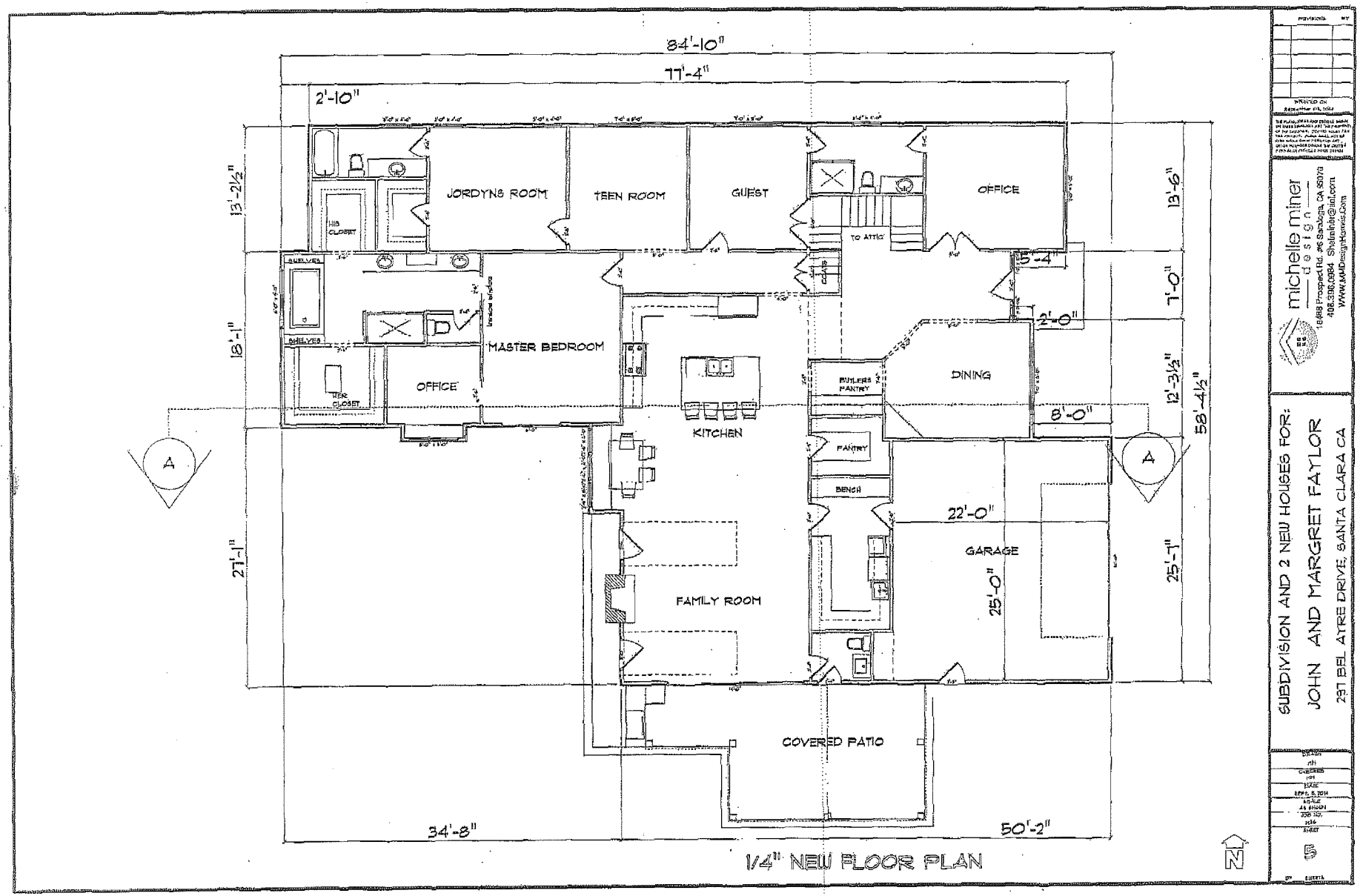
www.MMDesignHomes.com

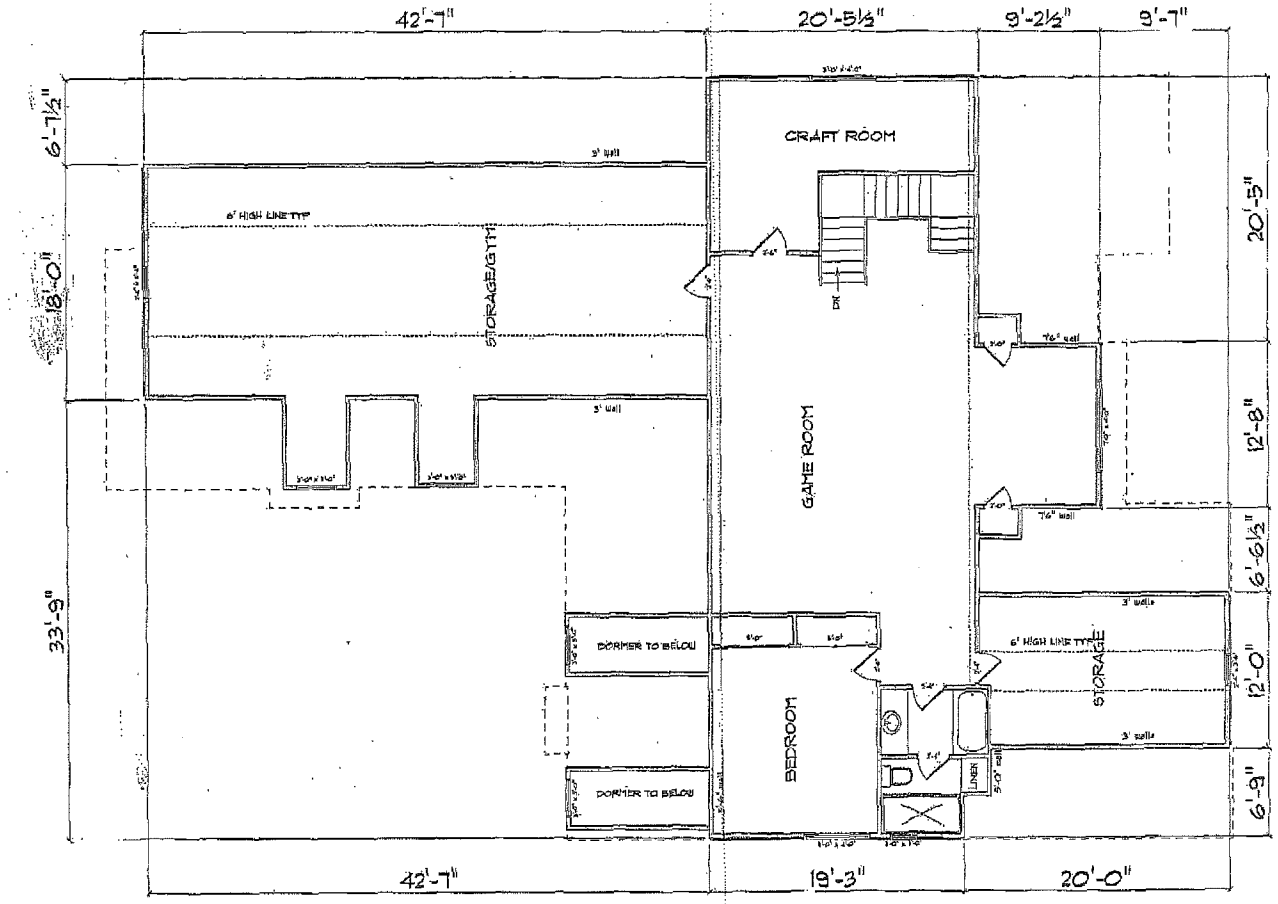
SUBDIVISION AND 2 NEW HOUSES FOR:
JOHN AND MARGRET FAYLOR
297 BEL AYRE DRIVE, SANTA CLARA CA

DRAWN MM
CHECKED MM
DATE SEPT. 8, 2014
SCALE AS SHOWN
JOB NO. 1234
SHEET 4
OF SHEETS

Attachment 7



Attachment 7



1/4" NEW UPPER FLOOR PLAN

N

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PRINTED ON
September 8th, 2014

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JOHN AND MARGRET FAYLOR
291 BEL AYRE DRIVE, SANTA CLARA CA

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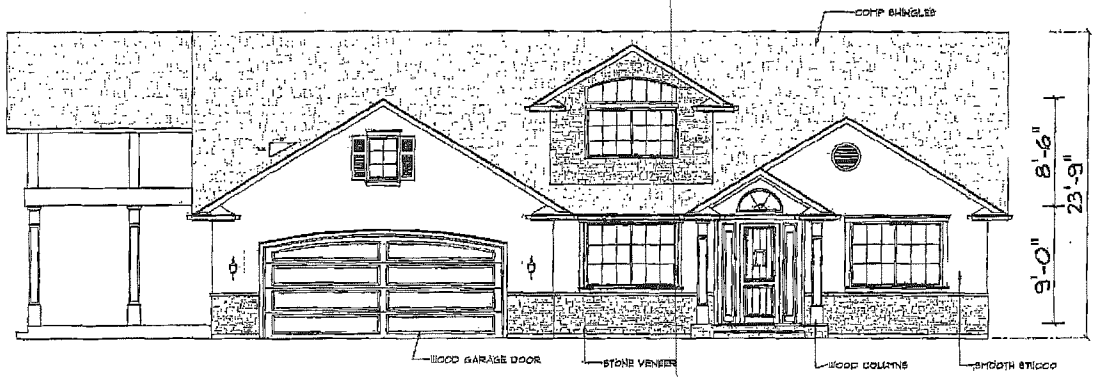
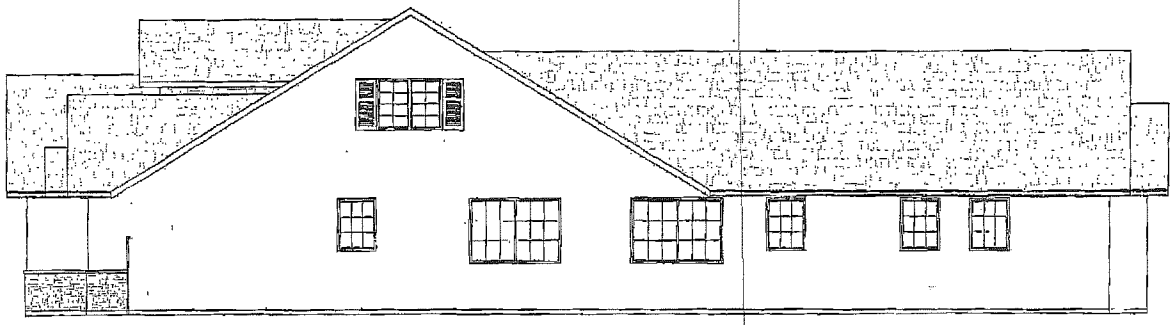
MM
DATE
SEPT. 8, 2014
SCALE
AS SHOWN
JOB NO.
1414
SHEET
6
OF SHEETS

Attachment 7



1/4" FRONT ELEVATION



1/4" RIGHT SIDE ELEVATION

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SUBDIVISION AND 2 NEW HOUSES FOR:
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297 BEL AYRE DRIVE, SANTA CLARA CA

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TJ
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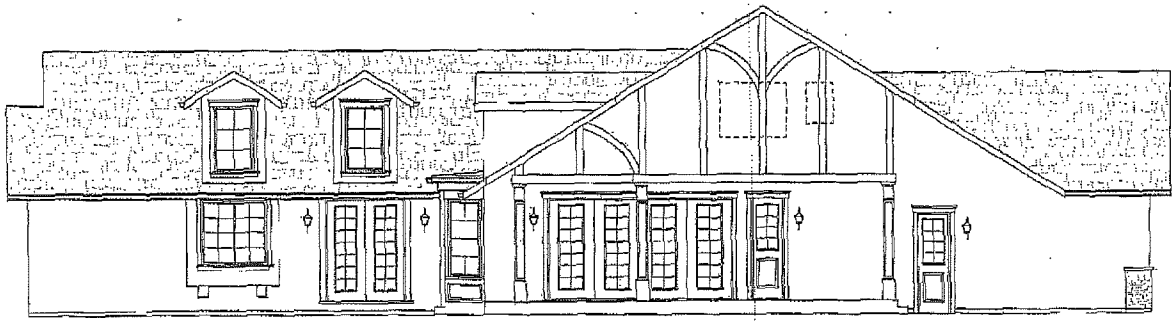
TJK
DATE
SEPT. 9, 2014
SCALE
AS SHOWN
JOB NO.
1459
SHEET
7
OF SHEETS

Attachment 7

1/4" REAR ELEVATION



1/4" LEFT SIDE ELEVATION

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SUBDIVISION AND 2 NEW HOUSES FOR:
JOHN AND MARGRET FAYLOR
231 BEL AYRE DRIVE, SANTA CLARA CA

DRAWN
MM
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MM
DATE
SEPT. 5, 2014
SCALE
AS SHOWN
JOB NO.
TITLE
SHEET
8
OF SHEETS

Attachment 7

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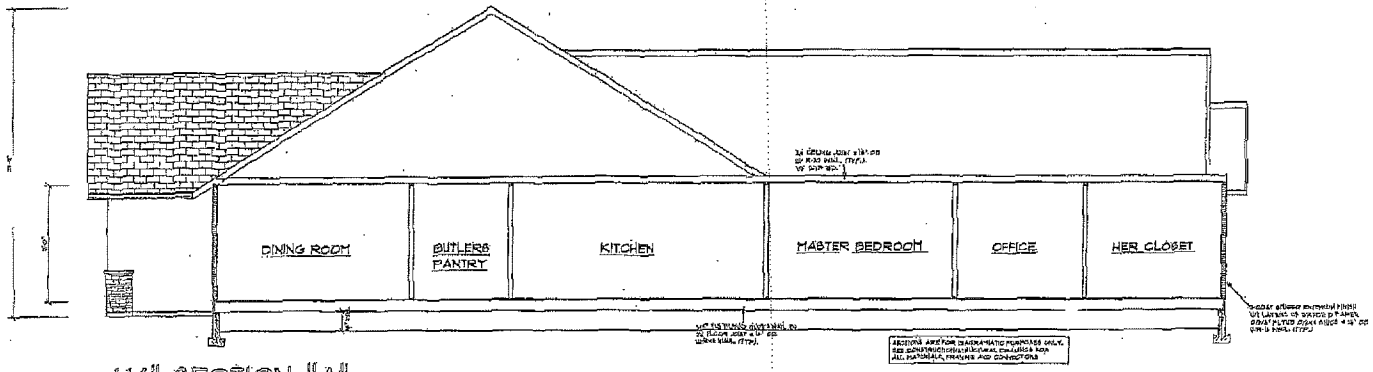
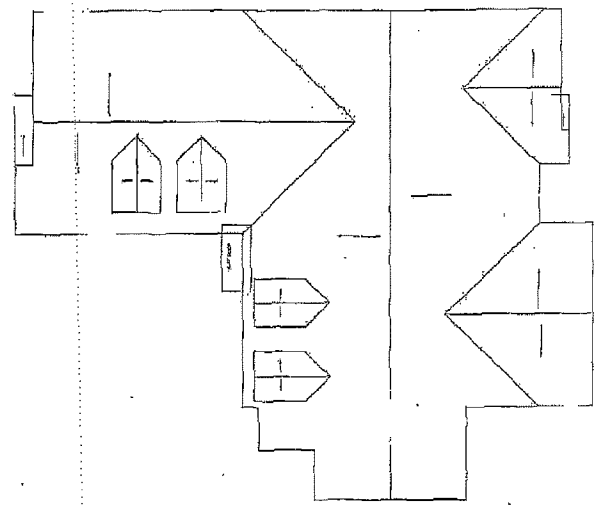


1/4" SECTION "A"



1/8" ROOF PLAN

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SUBDIVISION AND 2 NEW HOUSES FOR:
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297 BEL AIRE DRIVE, SANTA CLARA CA

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SEPT. 5, 2014
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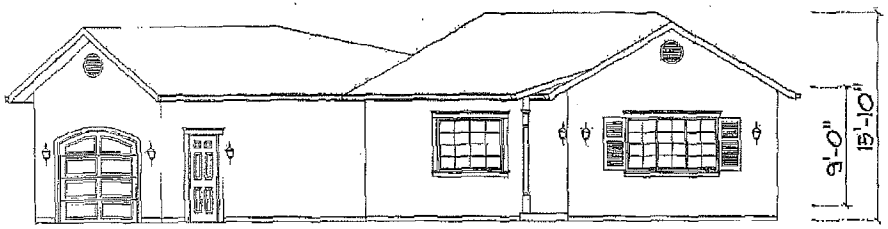
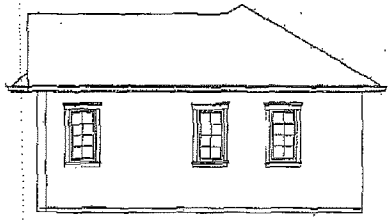
AS SHOWN
JOB NO.
SHEET
9
OF SHEETS

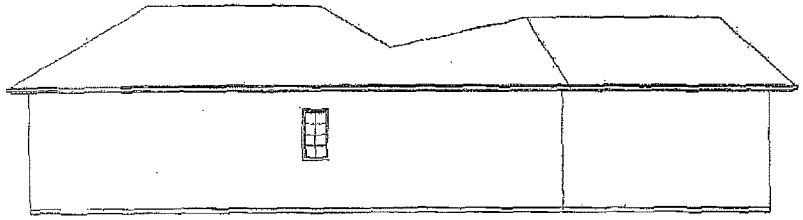
Attachment 7



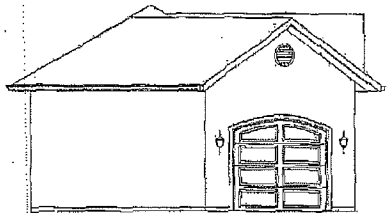
1/4" FRONT ELEVATION



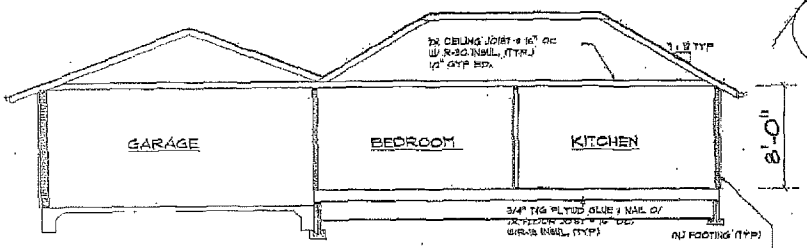
1/4" RIGHT SIDE ELEVATION



1/4" REAR ELEVATION



1/4" LEFT SIDE ELEVATION



ATTIC VENT CALC:

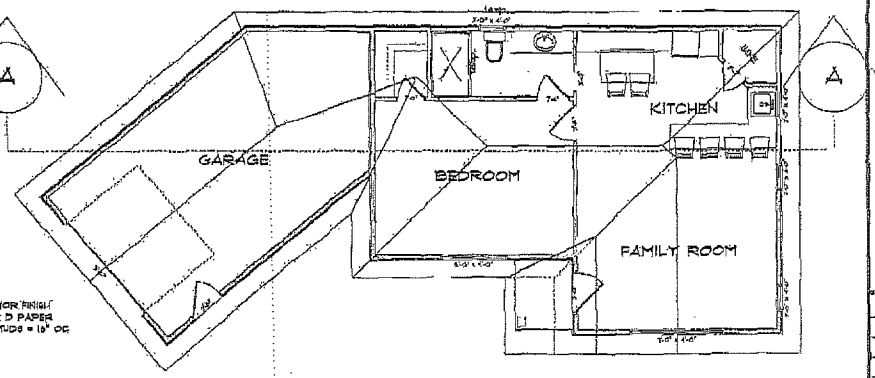
728 SF (NET) ATTIC AREA x 1/300 = 2.42 SF

2.42 SF X 144 = 348.48 SQ. IN. VENTILATION REQ.

USE 14" SOFFIT, GABLE, AND EAVE VENTS TO PROVIDE VENTILATION AT (N) ATTIC AREA EQUAL TO 01 SQ. IN. MIN. PLUS AREA OF (2) VENTS BLOCKED BY (N) CONSTRUCTION INSTALL. FOR BALANCED VENTING 50% OF THE REQ. VENTILATING AREA LOCATED IN THE UPPER PORTION OF THE SPACE TO BE VENTILATED AT LEAST 3' ABOVE EAVE OR CORNICE VENTS W/ THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY EAVE OR CORNICE VENTS.

SECTIONS ARE FOR DIAGRAMATIC PURPOSES ONLY. SEE CONSTRUCTION/STRUCTURAL DRAWINGS FOR ALL MATERIALS, FRAMING AND CONNECTIONS

3-COAT STUCCO EXTERIOR FINISH W/ 2 LAYERS OF GRADE D PAPER O/3/8" PLYWD O/2X4 STUDS @ 16" OC W/R-13 INSUL. (TYP.)



1/4" GUEST HOUSE FLOOR PLAN

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SUBDIVISION AND 2 NEW HOUSES FOR:
JOHN AND MARGRET FAYLOR
297 BEL AYRE DRIVE, SANTA CLARA CA

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SEPT. 8, 2014
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AS SHOWN
JOB NO.
1434
SHEET
10
OF 6 SHEETS

2-24-15

AGENDA REPORT

City of Santa Clara, California

8A.1

Date: February 20, 2015

To: City Council for Information

From: Executive Assistant to the Mayor and City Council

Subject: Correspondence Received Regarding Agenda Item 8.A.1

Attached are emails received in the Mayor & Council office regarding Item 8.A.1 "Public Hearing for the Project located at 297 Bel Ayre Drive" to be discussed at the February 24 City Council meeting. Please note these emails were received by the deadline on Wednesday noon preceding the Council meeting of February 24.

Jashma Kadam
Executive Assistant to the Mayor and Council

Attachments: Communications received

Jashma Kadam

From: Tracie Johnson <johnson.tracie@rocketmail.com>
Sent: Tuesday, February 17, 2015 5:40 PM
To: Mayor and Council; Planning
Subject: PLN2014-10456 297 Bel Ayre: Change the PD process

February 17, 2015

Dear Mayor and Council,

I am an active member of the community who cares about my neighborhood and the City. In the last year or so the City enacted a new policy of holding an **"Architectural Review Committee" meeting for any building projects that involve four or more potential bedrooms**. Given the amazing amount of growth in the City and in my neighborhood, I have had the opportunity to attend many of these meetings, as well as Planning Commission, City Council, and one Historical Review Committee meeting.

I find the Architectural Review Committee meeting the most valuable. It is comprised of a Planning Commissioner, a City Council member, and a Staff person from Planning. It is a less formal meeting, with the applicant, and usually the immediate neighbors, joining "the officials" at the table.This format fosters a meaningful and open exchange of ideas to tailor a project to meet the needs of all present stake holders. ARC has the ability to make appropriate and significant changes to a project like the amount of square footage, the configuration, and the roof height. If an applicant disagrees with their modifications, they can contest it with the Planning Commission and ultimately City Council. After working with Staff, **ARC is the first part of the process for projects with 4 or more bedrooms.**

Currently the project at 297 Bel Ayre will come before you on February 24th, 2015. It is a request to **rezone, subdivide,** and **build** 2 houses + one accessory unit. The **front house has 5 potential bedrooms**, the house in the back + accessory unit **has 8 potential bedrooms. Currently this project is going through a different process because it is an application to rezone to a Planned Development**. Staff worked with the applicant, Staff made a recommendation to the Planning Commission, and then PC made a recommendation to City Council. When City Council votes yes (approves site map and rezoning), ***then*** it finally it goes to ARC.

The problem is that PD is not just a zoning designation, if City Council approves, it is a legally binding contract between the City and the Applicant. The terms of the contract at minimum are the blue prints. Yes it will go to ARC after, but ARC has *no power to make more than cosmetic changes* since this could put the City in jeopardy of violating the contract.

Yes the Planning Commission meeting provided an opportunity for spot review and public comment before going to CC, but in my experience, for such a complex project where all the variables are inextricably linked together, it is inadequate.

As of the writing of this letter I have had the privilege to meet with 4 of you privately to go over the plans for this project in detail, and I have meetings scheduled with other council members. My intent in doing these meetings was to show you the intricacies of this project so you could make a more informed decision.

At this point in the process, I don't think it is fair and just for Council to make a decision on such a large "package" of a project. At our meetings the Applicant wasn't there, the Architect was not there, my neighbors were not there, the planner was usually not there, and the public audience was not there. Please consider sending the 297 Bel Ayre project to ARC review for evaluation and recommendations before you make binding decisions. Please give all the stake holders the benefit of the ARC process. And please consider putting ARC first in the process list for these kinds of complex applications in the future. It is the right thing to do.

Regards,
Tracie Johnson

Jashma Kadam

From: Kirk Vartan <kirk@aSliceOfNY.com>
Sent: Tuesday, February 17, 2015 10:24 PM
To: Mayor and Council
Cc: Tracie Johnson
Subject: PLN2014-10456 for 297 Bel Ayre Drive

Hello,

I am writing about the "PLN2014-10456 for 297 Bel Ayre Drive to Rezone from R1-6L single family residential to Planned Development to subdivide the property in two and build two single-family homes and an accessory unit." The reason I am writing is I am hearing that the community is asking for representation in the process. I personally have seen many of the issues facing the City Council today (not just this project) seem to be around having the public properly represented in the process of doing something. Whether it is finding a place for a soccer park or a new development project in an existing neighborhood or including the public in creating an RFP, it appears the pubic/residents feel left out.

Anything the City Council can do that allows for the public to be integrated into the process before decisions are made is a good thing. For this specific project, I hope you will continue it until you have more data. For future projects, maybe the City Council could suggest to the City Staff is they review the process for approvals on project that have affects on neighborhoods (or some other definition). If there is a way to require Architectural Review or some kind of pubic outreach that has potential outcomes (not just a formality in the process) to occur prior to approvals, I believe the residents and the community as a whole will be more accepting of the development decisions the City Council makes. No one wants to feel like they are not being heard. No one wants to feel like their neighborhood is up for grabs. By making sure the process allows for community engagement will help create owners of a project instead of opponents.

Respectfully,

Kirk Vartan

A Slice of New York
A New York Experience in the Bay Area
3443 Stevens Creek Blvd. (San Jose)
1253 W El Camino Real (Sunnyvale)
SJ: (408) 24-SLICE / SV: (650) 938-NYNY
www.aSliceOfNY.com
www.911memorial.org

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 9.A

Santa Clara All-America City 2001

Date: February 10, 2015

To: City Manager for Council Action

From: Director of Water and Sewer Utilities

Subject: Rejection of Proposals - SCADA Master Plan Project (WA 30251)

EXECUTIVE SUMMARY:

The current Supervisory Control And Data Acquisition (SCADA) System which allows for control of and provides data from the potable water, recycled water, and sewage systems has reached it useful life. The replacement of SCADA system is necessary to meet the future needs of the City as well as provide effective and efficient management of the Water and Sewer Utilities (Department) for normal operations and during emergencies such as fires or earthquakes. The Department completed a SCADA Master Plan Project which consisted of the design and detailed planning for the replacement of the SCADA System. The Project includes the following aspects: telecommunications; computer; and software-related, and software integration improvements. In addition, the Project includes services to construct, install, test, and commission control panels at each of the City's sewer and water sites.

Staff issued a request for qualifications (RFQ) on November 6, 2014 for firms to construct, install and test the SCADA System designed and described in the SCADA Master Plan. Four responses were received on November 21, 2014. City staff reviewed the qualifications and four firms were notified to move forward to submit their proposals. On January 21, 2015, two proposals were received for the Project. On January 22, 2015, staff conducted interviews with the proposing firms and evaluated their proposals. Both proposals were significantly higher than the Engineer's projected estimate.

Due to these factors, staff is recommending that Council reject all proposals and direct staff to revise the proposer qualifications to allow for a larger pool of potentially qualified proposers, make modifications to the scope of the proposal, and reopen the proposal process on an expedited basis so as to not cause undo delay on the Project.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The rejection of all proposals will allow staff an opportunity to revise the proposer qualification requirements and proposal scope which would allow for a larger pool of potentially qualified proposers, and reopen the proposal process.

ECONOMIC/FISCAL IMPACT:

With the rejection of the proposals, there is no impact to the budget. Minimal additional staff time will be needed to reopen the request for proposal process.

RECOMMENDATION:

That the City Council:

1. Approve the rejection of all proposals for the SCADA Master Plan Project (WA 30251); and
2. Approve reopening the proposal process for the project.

Christopher L. de Groot
Director of Water and Sewer Utilities

APPROVED:

Julio J. Fuentes
City Manager

Documents related to this report: None

I:\Water\MEMOS\AGENDA\2015\Master Pln Awd\Agn Rpt_SCADA Master Plan Award.docx

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 13.A

Date: February 12, 2015

To: City Manager for Council Action

From: Director of Parks & Recreation

Subject: Request to Accept Donation from Wutzit Club Alumni Committee for Support of Youth Activities at the Santa Clara Walter E. Schmidt Youth Activity Center

EXECUTIVE SUMMARY:

The Wutzit Club Alumni Committee has offered to donate $3,040 to help fund youth activities at the Santa Clara Walter E. Schmidt Youth Activity Center.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this donation will provide $3,040 to help fund youth activities at the Santa Clara Walter E. Schmidt Youth Activity Center.

ECONOMIC/FISCAL IMPACT:

Approval of this donation will provide $3,040 to help fund youth activities at the Santa Clara Walter E. Schmidt Youth Activity Center donation account number 084-1117-59650-(A) 20413.

RECOMMENDATION:

That the Council:

1. Approve and accept a donation of $3,040 from Wutzit Club Alumni Committee (084-1117-59650-(A) 20413); and,
2. Approve appropriation of $3,040 to help fund youth activities at the Santa Clara Walter E. Schmidt Youth Activity Center (084-1117-87500-(A)20413) and,
3. Authorize the transmittal of a letter of appreciation signed by the Mayor and City Manager.

James Teixeira

James F. Teixeira
Director of Parks & Recreation

Certified as to Budget Form OK JCH

Gary Ameling

Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:

Julio J. Fuentes
City Manager

FIVE COUNCIL VOTES

Documents Related to this Report: 1) Letter of Appreciation

I:\Parks\Agendas\Donation\2014\Wutzit Club Donation 15.doc

Meeting Date: 2-24-15

AGENDA REPORT

Agenda Item # 13B

City of Santa Clara, California

Santa Clara All-America City 2001

Date: February 11, 2015

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval for the Establishment of Capital Improvement Project 2414 – Electric Vehicle Charging Center and an Agreement to Receive and Install 48 Level 2 Electric Vehicle Charging Stations at the Tasman Drive Parking Structure

EXECUTIVE SUMMARY:

A project team consisting of the Electric Power Research Institute (EPRI), the City of Santa Clara, dba Silicon Valley Power (SVP), Joint Venture Silicon Valley, ChargePoint, and MJR Electric was assembled in February 2014 by EPRI and submitted a proposal, with EPRI as the Applicant, to the California Energy Commission (CEC) for grant funding to install 48 electric vehicle (EV) charging stations at the Tasman Drive Parking Structure. The proposal was selected for an award by the California Energy Commission in April 2014. The Electric Vehicle Charging Center, as it is called in the proposal to the CEC, will include 12 dual cable charging stations on the ground level and 12 dual cable charging stations on the first level near the west corner of the parking structure; each dual cable charging station can charge two vehicles, thus the 24 installations comprise a total of 48 charging stations. To accommodate the added load of nearly 300 kW at the garage, new electric service will be added. Dedicated conduit was pre-installed in the garage during construction in anticipation of future EV charging stations, and will be utilized as appropriate for these installations. The charge stations will be installed as pedestal mount units on the ground level and wall mount units on the first level. With the recent installation of an EV fast-charging station on the ground-floor of the garage, there will be a total of 49 EV charging stations in the Tasman Drive Parking Structure, across the street from Levi's Stadium.

The CEC grant funding, through a Sourcing Agreement with EPRI, will cover the cost of the 48 charging stations, the installation of the charging stations, the upgrade of the electrical service, the charge station network management system, and an extended warranty on the charge station parts. Additionally, as part of the project proposal, the project team will work with SVP to test methods to maximize efficient use of the charging stations by a) using a valet system on heavy-use days and b) working with local businesses on non-event days; exploring alternative cost recovery rate schedules; installing signage to direct visitors and local traffic to the charging sites; and formulating policies for cost structure, driver usage etiquette, safety, and prevention of equipment damage.

Staff proposes creating the Electric Vehicle Charging Center Capital Improvement Project for the installation of these EV charging stations to manage the funds for this project as well as to track labor hours from certain departments that are being provided as "match funding" for the grant. Staff is seeking approval of three agreements related to this project: 1) the Sourcing Agreement between EPRI and SVP; 2) a Master Services and Subscription Agreement with Chargepoint for Network Services; and 3) an agreement with MJR Electric for installation of the 48 EV charging stations and upgrading the electric service to the Tasman Drive Parking Structure. This project is part of the City Council's 2013-2015 Strategic Plan under the goal "Deliver and Enhance High Quality Efficient Services and Infrastructure."

On December 23, 2013, SVP issued an informal request for information to EV charging station manufacturers and installers as a first step to SVP responding directly to the CEC Program Opportunity Notice (PON) for EV charging stations. Responses were received from two electrical installers and SVP

staff met with both installers to review the proposed project at the project site. Both provided estimates for the installation. MJR Electric proved most responsive and adaptable to providing exactly what was needed for the installation.

At about the same time, SVP was approached by Joint Venture Silicon Valley and EPRI to submit a joint proposal to the CEC for this project which made it a stronger proposal and removed the majority of the administrative burden of the project from SVP. SVP worked closely with EPRI in evaluating all of the EV charging station hardware vendors, with ChargePoint emerging as the best option. The ChargePoint hardware will be procured directly by EPRI, and title to the ChargePoint stations will be transferred to the City as some point during the contract term. The CEC requires that all vendors be specified in proposals submitted to them, thus ChargePoint and MJR Electric were included as the vendors in the proposal to the CEC.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Electric Vehicle Charging Center enables the City of Santa Clara to receive 48 EV charging stations at a high visibility and high usage location at no cost to the City. The project team has a number of research objectives as well, including:

- researching peak demand management, which will allow SVP to program the maximum peak power that the full charge station installation would draw from the electric grid, for those instances where the electrical load from the charging stations exceed the electric service of an installation;
- employing Open Charge Point Protocol (OCPP), which is a network control system that uses an open source protocol; and
- observing the coincidence of energy production from the roof-mounted photovoltaic (PV) system with the EV charging station usage, for future integration of PV and EV charging stations.

ECONOMIC/FISCAL IMPACT:

The City of Santa Clara is receiving $393,540 of value under this grant as follows:

- 48 electric vehicle charging stations, with a value of $140,681;
- Installation of the 48 electric vehicle charging stations and upgrading of the electrical service at the Tasman Drive Parking Structure, with a value of $213,763; and
- Network services for the EV charging stations for 3 years, with a value of $39,096.

In return, City staff is providing match funding in the form of 382 hours of in-kind labor, with a value of $67,571. Under the Master Services and Subscription Agreement with Chargepoint, the City will receive revenues to cover the electricity used by the charging stations plus overhead. The City's matching funding is available in 091-13XX-87010.

RECOMMENDATION:

That the Council:

1. approve the establishment of the Capital Improvement Project 2414-Electric Vehicle Charging Center;
2. approve the Electric Power Research Institute Sourcing Agreement, including the associated vendor forms, in substantially the form presented;
3. approve the ChargePoint Master Services and Subscription Agreement in substantially the form presented;
4. approve the Agreement for the Performance of Services with MJR Electric for EV Charging Station Installation and Electrical System Upgrade, in an amount not to exceed $213,763.00, in substantially the form presented;

5. appropriate $393,540 to the new project Electric Vehicle Charge Center, account 591-1321-80500-2414 and estimated revenue from the EPRI Sourcing Agreement (591-1321-55590-2414); and
6. authorize the City Manager to make minor modifications to, and execute, the EPRI Sourcing Agreement, the ChargePoint Master Services Subscription Agreement and the Agreement for the Performance of Services with MJR Electric subject to final review and approval by the City Attorney.

John C. Roukema
Director of Electric Utility

Certified as to Availability of Funds: OK.LF
091-13XX-87010 $ 67,571.00

Certified as to Budget Form: OK.LF
591-1321-80500-2414 $393,540.00

Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:

Julio J. Fuentes
City Manager

FIVE COUNCIL VOTES

Documents Related to this Report:

1) ***Sourcing Agreement with Electric Power Research Institute (EPRI)***
2) ***Master Services and Subscription Agreement with ChargePoint, Inc.***
3) ***Agreement for the Performance of Services with MJR Electric***

ELECTRIC POWER RESEARCH INSTITUTE

ELECTRIC POWER RESEARCH INSTITUTE, INC.

SOURCING AGREEMENT

Silicon Valley Power

EPRI Work Order ID: _-_____-__-__[1]

EPRI Agreement Number: 1000____

"Task 2: Install and Commission Charging Stations"

This SOURCING AGREEMENT (including this document, the EPRI Terms and Conditions (Attachment A), and all other referenced attachments, the "Agreement") is entered into on the Effective Date by and between EPRI and the contractor identified below ("Contractor"):

1. PARTIES:

   Electric Power Research Institute, Inc. ("EPRI")
   942 Corridor Park Boulevard
   Knoxville, Tennessee 37932

   City of Santa Clara, dba Silicon Valley Power ("SVP") ("Contractor")
   1500 Warburton Ave.
   Santa Clara, CA 95050

2. GOVERNMENT FUNDED
   Work performed under this Agreement is funded by the California Energy Commission (CEC) under Agreement No. ARV-14-004. CEC Flowdown provisions as cited in Exhibit C, Alternative and Renewable Fuels and Technology Program (ARFVTP) Terms and Conditions, PON-13-606, Electric Vehicle Charging Infrastructure, are therefore applicable to this Agreement.

3. STATEMENT OF WORK
   The Statement of Work is included in this Agreement as Attachment B incorporated into and made an integral part of this Agreement.

4. PERIOD OF PERFORMANCE
   The Period of Performance will begin on 9 July, 2014, or the last date of execution, whichever is later ("Effective Date"), and will end on 30 June, 2018.

5. COST TYPE: This Agreement type is Time and Materials ("TM").

6. FUNDING
   6.1 Contractor will be paid on a Time and Materials basis. The Contract Cost Limitation ("CCL") for all Tasks combined is a total of $252,859 and consists of the estimated costs, fees and cost share detailed by Task as shown in Contractor's Cost Proposal. [Where is this Attachment D?]

   6.2 FUNDING PER TASK
   Tasks under this Agreement must be tracked and reported separately both financially and technically. Costs for this Agreement must be tracked, reported, and invoiced by Task in accordance with the following budgets. Funds may not be shifted between Tasks without prior written approval from EPRI. Note that the Task 2 reference in the title of this agreement and

[1] Work Order ID and Agreement Numbers (highlighted in yellow) will be established in EPRI's SAP system once the City of Santa Clara is set up as a vendor. Per EPRI policy, all new vendors undergo a new vendor audit. Documents included in this package as Attachment D are part of this audit. The Work Order and Agreement Numbers will be included in the final Sourcing Agreement.

paragraphs 6.2 and 6.3 refers to the task list of the EPRI/CEC contract agreement and should not be confused with the task numbers provided in the Silicon Valley Power Sourcing Statement of Work found at the end of this document.

6.3 TASK BUDGETS

1000____

Task 2: Install and Commission Charging Stations

Task 2 Total Estimated Cost	$252,859
Task 2 Subcontractor (MJR) Costs	$213,763
Task 2 SVP Direct Reimbursable Costs	$39,096
Task 2 SVP Cost Share Contribution	$67,571

*Contractor's travel costs shall be in accordance with the Travel/Per Diem Rates Clause of Attachment C, Subcontract Flow-Down Provisions.

Committed Funds Limitation

EPRI has committed $252,859.00 for the Work in calendar year 2015 for agreement 1000____ , (Task 2). This is the total amount CONTRACTOR is authorized to expend in 2015 unless notified of the commitment of additional funds. Unless otherwise notified by EPRI, the Contractor may carry forward any unexpended Committed Funds into succeeding years.

6.4 CONTRACTOR COST SHARE

Contractor shall provide cost share contributions equal to the amount of $67,571.00, consistent with the budget prepared and approved by CEC for this project (Attachment E). Contractor must fulfill the $67,571.00 cost share obligation within the period of performance of this agreement.

6.4.1 Contractor's cost share contribution may include in-kind labor and travel. Cost share shall be reported by cost element based on Contractor's Cost Proposal.. In accordance with CEC requirements, Contractor shall report cost share on the attached CEC Invoice Template for submission to EPRI along with invoices.

6.4.2 Contractor shall notify EPRI in writing immediately if it becomes apparent that the entire cost share amount will not be available. If Contractor is unable to provide the full $67,571.00 in cost share or in-kind match, Contractor shall fulfill any remaining cost share obligation by providing cash for the difference.

6.5 INVOICING AND PAYMENT.

Invoices shall be prepared on the CEC Invoice Template and in accordance with Article 2 of Attachment A and shall clearly delineate CONTRACTOR's cost share, including in-kind costs, and the amount for reimbursement. Any expense claimed must be accompanied by a copy of the receipt for the expense. All invoices will reference the appropriate Agreement number and will be either electronically transmitted to EPRIinvoices@epri.com or mailed to EPRI at the following address by the 15th of each month:

Electric Power Research Institute, Inc.
Attn: Accounts Payable
3420 Hillview Avenue
Palo Alto, CA 94303-1338

Do not submit to multiple locations to ensure timely processing of the invoice.

6.6 CONTRACTOR COST PERFORMANCE REPORT ("CCPR")

6.6.1 The Contractor Cost Performance Report ("CCPR") will be used by EPRI to measure Contractor's financial performance under this Agreement. CONTRACTOR shall

complete the CCPR in accordance with the requirements set forth herein and in the enclosed CCPR form.

6.6.2 The CCPR will be submitted within fifteen (15) days from receipt of the Executed Agreement or Letter Agreement. The "Initial Forecast" will cover the period of performance of the Agreement.

6.6.3 A CCPR is required for all contracts except for Fixed Price contracts.

6.6.4 FAILURE TO COMPLY with the reporting requirements within 60 days will result in the delayed processing of Contractor invoices.

6.6.5 Contractor **SHALL EMAIL** the CCPR to EPRI at CCPR@epri.com **AND** to the EPRI Project Manager. Questions regarding the CCPR requirements should be directed to the CCPR desk, (650) 855-2016.

6.7 ADMINISTRATIVE/FINANCIAL REPORTS AND SUPPORT

CONTRACTOR acknowledges and agrees that it shall have a fiduciary duty with respect to the Services as they are set forth in this Agreement and in the Statement of Work attached hereto as Attachment B such that, at least monthly, or at any other time upon EPRI's request, CONTRACTOR shall provide the EPRI Contact Person with Work progress reports, including, without limitation, as follows:

(a) CONTRACTOR shall coordinate the Work in conformity with the budget,including all updates to the Work's budget, provided by the EPRI Contact Person from time to time.

(b) CONTRACTOR shall make bank deposits, drafts and other similar transactions relating to the Work with a financial institution in good standing in the State of California with a Weiss Rating of no less than A and shall take out a bond with an insurance institution in good standing in the State of California with a rating of no less than AA.

(c) CONTRACTOR shall be responsible for identifying and promptly paying all costs, charges, taxes, imposts and other duties as are duly authorized by EPRI in respect of the Work ("Costs"), provided that CONTRACTOR shall not pay Costs that are fraudulent, unearned or not reasonably substantiated by written documentation.

(d) CONTRACTOR shall notify EPRI and the bondholder if it projects that Costs exceed the budget for the Work due to inadquate cash flow or other liabilities reasonably documented to EPRI in writing. It is understood and agreed by the parties at all times that EPRI may hold CONTRACTOR responsible for negligent or other mismanagement of the Work's cash flow.

(e) CONTRACTOR shall provide an accounting of all Costs, together dispositions of monies and cost share in respect of the Work.

(f) With respect to the Work, CONTRACTOR shall report all information according to the level of detail reasonably requested by EPRI from time to time.

(g) CONTRACTOR shall not make agreements purporting to bind EPRI for costs, charges, or fees of any kind, nature or description whatsoever to the extent relating to the Work identified in the Statement of Work as it is specifically understood and agreed that CONTRACTOR shall undertake to do the same with respect to the Work and work site subject to the requirements of the Agreement and Attachments A and C.

7. DELIVERABLES AND DELIVERY SCHEDULE

Deliverables and the Delivery Schedule are defined in Attachment B, Statement of Work. Specific

deliverables in addition to the Technical Report Summaries below are included in the Statement of Work. All Deliverables will be sent to the EPRI Project Manager unless noted otherwise below:

TECHNICAL REPORT SUMMARY

Monthly Progress Reports	No later than the 5th of the following month
Final Report *	Upon the completion or termination of the Work.
Other	As indicated in Attachment B, Statement of Work

***Copy of transmittal letter (or e-mail) will be sent separately to the Contract Negotiator.**

FINANCIAL REPORTS

CONTRACTOR Cost Performance Report	Initial forecast 15 days after contract thereafter by the 15th of each month.
Indirect Rate Report	To EPRI Corporate Audit Manager no later than 120 days following CONTRACTOR's fiscal year in which the rates are claimed.
Written List of Permit Costs	No later than the 10th of the month following granted permit

8. TECHNICAL REPORTS
EPRI interim and final reports prepared by the Contractor under this Agreement will be submitted to EPRI in the form of electronic media in accordance with the EPRI format required at the time of the report preparation. The current format is available at: http://contractor.epri.com or contact the Project Manager. The electronic files will be virus checked and must be accompanied by a hard copy printout to be used by EPRI for verification purposes only. Failure to comply with report preparation requirements will be corrected by Contractor at its sole expense.

9. EPRI PROJECT MANAGER
The EPRI Project Manager is John Halliwell and may be reached at 865-218-8149

10. CONTRACTOR KEY PERSONNEL
Jan Pepper is the Key Person for the work performed under this Agreement.

11. NOTICES:
All notices or communications required or permitted under this Agreement will be in writing and personally delivered or sent by registered or certified mail or by facsimile transmission to the address of each party as set forth below, or to such other address as either party may substitute by written notice to the other in the manner expressly provided for herein.

Electric Power Research Institute, Inc.
Attn: Austin DeRose
942 Corridor Park Boulevard
Knoxville, TN 37932
Phone/FAX No.: 865-2188139 / 865-218-8001

City of Santa Clara, dba Silicon Valley Power
Attn: Jan Pepper
1500 Warburton Avenue
Santa Clara, CA 95050
Phone/Fax No.: 408-615-6679 / 408-261-2717

12. SUBCONTRACTS

12.1 CONTRACTORS AND/OR SUBCONTRACTORS:

(a) Where this Agreement, the Attachments or any portion of the Work described in the Statement of Work requires subcontracting, CONTRACTOR will select contractors and/or subcontractors only with the concurrence of the EPRI Contact Person identified in Section 11 of this Agreement.

(b) CONTRACTOR will obtain the prior written consent of the EPRI Contracts Division to the extent that any part of the Work under the Statement of Work is subcontracted by CONTRACTOR if such subcontract: (i) is proposed to exceed $5,000; (ii) is one of a number, series or chain of related subcontracts, supplies services or products that would exceed $5,000 in the aggregate if procured under a single contract; (iii) may require any improvement of the EPRI Products (as defined) or any experimental, developmental or research work as a part of its purpose(s).

(c) Notwithstanding any other provision set forth in this Agreement or the Statement of Work atttached as Attachment B: (i) EPRI shall not bear any liability to CONTRACTOR or any CONTRACTOR's contractors and/or subcontractors arising out of any act or omission of CONTRACTOR or its contractors and/or subcontractors; (ii) any contracting and/or subcontracting by CONTRACTOR shall not relieve or exculpate CONTRACTOR for its responsibility to peform the Services under this Agreement inclusive of its Schedule and the Statement of Work attached thereto as Attachment B; and (iii) EPRI shall have the right to enforce its rights hereunder and the rights of CONTRACTOR directly against the contractors and/or subcontractors of CONTRACTOR, including, but not limited to, the requirements of Attachment A.

(d) CONTRACTOR's responsibility for acts and omissions relating to claims accruing in respect of such permitted contracts or subcontracts of CONTRACTOR shall extend to and include its selection of the third party and/or contractor together with its management and oversight of such party and its performance of the contract or subcontract. Subject only to EPRI's written or oral request, CONTRACTOR shall promptly provide EPRI with copies of all subcontracts or contracts of the type identified above

(e) If a CONTRACTOR's contract or subcontract is terminated, canceled or novated in connection herewith, then CONTRACTOR will advise EPRI and obtain EPRI's prior written consent (such consent not to be unreasonably withheld) before agreeing to any settlement or cost adjustment or such items shall not comprise Costs hereunder.

(f) Except as otherwise authorized by the parties in writing, CONTRACTOR will insert provisions in all subcontracts making the above Subarticle 12.1 applicable to its contractors, subcontractors, employees, agents and representatives.

(g) CONTRACTOR will comply with article 27 of Exhibit C, ARFVTP Terms and Conditions from the California Energy Commission, concerning the payment of prevailing wage rates for work considered "Public Works" by the California Labor Code.

13. EQUIPMENT

13.1 PRIOR APPROVAL

No equipment shall be purchased with EPRI funds, nor shall any improvement, modification or construction of real or personal property be made with EPRI funds, unless such purchase or expenditure has been specifically approved in advance writing by EPRI. Authorization for purchase shall not be granted, except in unusual circumstances, for equipment that can have general application to services other than the Services hereunder. Any property purchased pursuant to this Article shall be used only for the performance of the Services.

13.2 TITLE

Title to all tangible property that is purchased with EPRI funds during the performance of this Agreement shall vest at the time of acquisition in EPRI. The CONTRACTOR shall identify, maintain and dispose of EPRI property as instructed by EPRI.

It is EPRI's intent to transfer ownership and warranty of equipment purchased with CEC funds (as detailed in the attached SOW) to CONTRACTOR, pending CEC approval. Final disposition instructions for equipment are the discretion of the CEC as outlined in section 12 of CEC/EPRI Agreement No. ARV-14-004. EPRI reserves the right to abandon in place any and all supplies, materials, and equipment purchased under this agreement.

13.3 IDENTIFICATION

The CONTRACTOR shall identify each item of property that has a unit cost of $1,000 or more by labeling it, documenting the same, and providing EPRI with a written confirmation as to its location, use, and disposition. A copy of the then-current property list shall be provided to EPRI's Property Manager annually during the term of this Agreement and upon completion of the Services or termination of this Agreement.

14. FINAL RELEASE

Upon completion of the Work and EPRI's acceptance of the final deliverables or termination of this Agreement, the Contractor will provide a mutually acceptable release to EPRI of all contract claims and obligations except for the provisions of the Sourcing Terms and Conditions: Article 5 (License Grant, Restrictions, and Title), Article 7 (Confidentiality), Article 8 (Representations and Warranties), Article 10 (Indemnification), Article 12 (Dispute Resolution) and Article 13 (Miscellaneous).

15. EXECUTION

This Agreement represents the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings (oral and written) with respect to the matters covered by this Agreement. Neither party has entered into this Agreement based on representations other than those contained in this Agreement. This Agreement may be amended only by a written agreement signed by all parties. This Agreement may be executed in counter-parts. Each party represents and warrants that the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

CITY OF SANTA CLARA	**ELECTRIC POWER RESEARCH INSTITUTE, INC.**
By: _____	**By:** _____
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

ELECTRIC POWER RESEARCH INSTITUTE

ELECTRIC POWER RESEARCH INSTITUTE, INC.
SOURCING AGREEMENT

Attachment A

Sourcing Terms and Conditions

ATTACHMENT A

SOURCING TERMS AND CONDITIONS

ARTICLE 1 – Definitions

1.1 "Background Intellectual Property" means a Party's Intellectual Property (including inventions, original works of authorship or trade secrets) existing prior to the commencement of any Work under this Agreement or a Party's Intellectual Property existing during performance of the Work under this Agreement, but owned or developed separate from the Work under this Agreement and without the use of the other Party's Intellectual Property.

1.2 "Change Notice" means a unilateral written notice issued by EPRI to change a term in the Agreement or directing the Contractor to take an action not required by the Agreement.

1.3 "Confidential Information" means any information which is confidential in nature and which does not include information that: (i) is or becomes generally available to the public through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure as evidenced by written records and had not be been obtained, directly or indirectly, from the disclosing party; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party without access or reference to the disclosing parties information as evidenced in written records, or (v) is disclosed by operation of law.

1.4 "Contract Cost Limitation" means the maximum amount that EPRI will be obligated to pay Contractor for the performance of the Work.

1.5 "Deliverables" means the version of Research Results and/or EPRI Materials to be delivered under this Agreement or any amendment thereto.

1.6 "Derivative Works" means any form into which Research Results may be recast, transformed or adapted including the modification, revision, condensation, translation, abridgment and/or expansion of EPRI Materials.

1.7 "EPRI Materials" means, without limitation, all data, documents, machine readable software ("Object Code"), human readable software ("Source Code") (collectively, "Software") owned by EPRI as of the effective date of this Agreement and/or any amendment thereto.

1.8 "Foreground Intellectual Property" means a Party's Intellectual Property developed in the performance of any Work under this Agreement.

1.9 "Intellectual Property" means a Party's patent, copyright, trademark, trade secret or other rights.

1.10 "Permitted Subcontractors" means, except for workers not needing to have access to EPRI Materials and Research Results, Contractor's subcontractors, consultants and other EPRI authorized third parties who, in connection with the Work, have executed a non-disclosure agreement with Contractor, which includes requirements for Contractor to protect EPRI Materials and Research Results at a level no less protective than required by this Agreement. Non-disclosure agreement(s) will be made available within thirty (30) days of EPRI's written request.

1.11 "Research Results" means all tangible and intangible results developed, conceived, procured and/or first reduced to practice by Contractor in the course of performing the Work including, without limitation, any real, personal and/or intellectual property rights, Derivative Works, Deliverables,

or inventions, discoveries, Software, books, records, reports, notes, computations, analysis, photographs, or samples.

1.12 "Third Party Intellectual Property" means intellectual property owned by a person or entity other than EPRI or the Contractor.

1.13 "Work" means all research, development, and other services required to be performed by Contractor with the Attachment B SOW under this Agreement.

ARTICLE 2 - Fees and Payment

2.1 Fees. Subject to the terms of this Agreement, EPRI will pay Contractor the amounts described in this Agreement. Any fee rates described herein will be fixed for the duration of the Agreement.

2.2 Limitations. EPRI will not be obligated to pay Contractor in excess of the Contract Cost Limitation under any circumstances. Contractor will notify EPRI in writing at any time Contractor has reason to believe its costs will exceed the Contract Cost Limitation.

2.3 Cost Reimbursable. If, and only if, the cost type of this Agreement is designated as Cost Reimbursable, this Article 2.3 will apply.

(a) EPRI will not be obligated to pay Contractor (1) in excess of the Contract Cost Limitation under any circumstances, and/or (2) in excess of the annual Committed Funds Limitation for any calendar year. Payment will be made for costs properly incurred per the following EPRI policy entitled, "Cost Reimbursement Contracts: Allowable and Unallowable Costs", located at www.epri.com. If Contractor does not submit its proposed final indirect rates to EPRI's Audit Department at IndirectRates@epri.com within one hundred and twenty (120) days after the expiration of Contractor's fiscal year, the lower of provisional indirect rates used for billing or actual indirect rates will be considered Contractor's maximum billing rates for reimbursement purposes of indirect cost.

(b) If the Contract Cost Limitation is more than $50,000, Contractor will notify EPRI in writing whenever it has reason to believe that the costs it expects to incur in the sixty (60) days, when added to costs previously incurred, will exceed seventy-five (75) percent of the Contract Cost Limitation. If Contractor is unable to complete the work for the Contract Cost Limitation, EPRI and Contractor may agree to (i) an increase in the Contract Cost Limitation; (ii) a de-scope of the remaining Work; or (iii) termination of the Agreement pursuant to Subarticle 11.2.

(c) Contractor will invoice EPRI on a monthly basis by the 15th day of each succeeding month. The invoice will indicate Contractor cost sharing (if any). Each invoice will show the period of time covered by the invoice, cumulative expenditures through the current billing period, expenditures for the specific billing period and an itemized statement of direct and indirect costs in at least the same level of detail as set forth in the Form 112 attached hereto as Attachment D. Contractor's final invoice will be submitted no later than one (1) year after written acceptance of the final Deliverable by EPRI or termination of the Work. After this date, EPRI will be under no further obligation to make payments to Contractor.

2.4 Time and Materials. If, and only if, the cost type of this Agreement is designated as T&M, this Article 2.4 will apply.

(a) The rates specified in the Funding Section are inclusive of all labor charges, indirect costs, and fees and are fixed for the duration of the Agreement. Allowable direct costs will be billed as actual, unburdened costs.

(b) Contractor will provide written documentation of all direct labor hours and costs upon EPRI's request. Contractor will maintain documentation of all costs and will provide written documentation supporting of all Contractor costs upon EPRI's request.

(c) Contractor will invoice EPRI on a monthly basis by the 15th day of each succeeding month. Invoice will indicate Contractor cost sharing (if any) and provide a detailed statement of labor hours incurred along with any EPRI authorized direct charge(s). Contractor's final invoice will be submitted no later than ninety (90) days after written acceptance of the final Deliverable by EPRI or termination of the Work. After this date, EPRI will be under no further obligation to make payments to Contractor.

(d) If the Contract Cost Limitation is more than $50,000, Contractor will notify EPRI in writing whenever it has reason to believe that the costs it expects to incur in the sixty (60) days, when added to costs previously incurred, will exceed seventy-five (75) percent of the Contract Cost Limitation. If Contractor is unable to complete the work for the Contract Cost Limitation, EPRI and Contractor may agree to (i) an increase in the Contract Cost Limitation; (ii) a de-scope of the remaining Work; or (iii) termination of the Agreement pursuant to Subarticle 11.2.

2.5 Fixed Price. If, and only if, this Agreement is designated as Fixed Price, this Article 2.5 will apply.

(a) Contractor will invoice EPRI upon successful completion and approval by EPRI of the milestones.

(b) EPRI will not have the right to audit Contractor under this Article 2 unless otherwise noted herein.

2.6 Travel. EPRI will reimburse Contractor for travel and living expenses incurred by Contractor in performing Work pursuant to this Agreement in accordance with Attachment B, Travel and Per Diem Rates. Copies of all travel tickets and related travel expenses are required for reimbursement of travel costs.

2.7 Audit. EPRI may audit Contractor records specifically related to this Agreement no more than once a year, and the latter of once within the third year following final payment or third year after the period of performance end date under this Agreement, at EPRI's expense, and with fifteen (15) days prior written notice. In the event the audit reveals paid unallowable costs, non-reimbursable costs or other overages, EPRI will notify Contractor in writing of such amount(s) and Contractor will within thirty (30) days refund said amount(s) to EPRI. If no refund has been received after thirty (30) days has expired, EPRI may withhold or offset other payables to Contractor under this Agreement or any other Agreement or future Agreement for the amount(s) due, if such amount(s) exceed five percent (5%) of the amount(s) paid by EPRI during the relevant period and Contractor will reimburse EPRI for its costs related to the audit.

2.8 Reports. Contractor will from time to time (as specified in this Agreement or the SOW, or if not so specified, at least monthly) during the term of this Agreement or any extension thereof keep EPRI advised as to Contractor or Contractor's employee's progress in performing the Work hereunder and that Contractor will, as requested by EPRI, prepare written reports with respect thereto, including but not limited to administrative/financial reports as may be set forth in the SOW or required by the EPRI Contact Person.

ARTICLE 3 - Contractor Duties

3.1 General

3.1.1 General. CONTRACTOR will perform the Work identified in the Statement of Work on the terms set forth under this Agreement. As utilized herein, "Site", or "on-site" or "work site" is defined as activities performed on an EPRI site or another site as identified in the Description/Statement of Work. CONTRACTOR's responsibility for acts and omissions shall extend to and include its selection of the third party, contractor, subcontractors and/or suppliers together with its management and oversight of such party and its performance of the contract or subcontract in connection with the Work identified in the Statement of Work. CONTRACTOR shall promptly provide EPRI with copies of all subcontracts or contracts of the type identified above upon request. If any contract or subcontract is terminated, canceled or novated in connection herewith, then CONTRACTOR will advise EPRI and obtain EPRI's prior written consent (such consent not to be unreasonably withheld) before agreeing to any settlement or cost adjustment or such items shall not be remunerated under this Agreement. CONTRACTOR shall not make agreements purporting to bind EPRI for costs, charges, or fees of any kind, nature or description whatsoever to the extent relating to the Work identified in the Statement of Work as it is specifically understood and agreed that CONTRACTOR shall undertake to do the same with respect to the Work and work site subject to the requirements of the Agreement and this Addendum. Further, CONTRACTOR will insert the terms of this Addendum to EPRI Standard Attachment A – Sourcing Terms and Conditions into all subcontracts and purchase orders with its subcontractors and supplier with CONTRACTOR to be responsible for any breach hereof, including breach by a contractor, subcontractor and/or supplier.

3.1.2 Access. CONTRACTOR shall and hereby does grant EPRI, or its authorized employees, agents and other representatives, the right to enter upon and have ingress and egress on the work site at all reasonable hours for the limited purpose of installing meters, monitors and other measurement devices relating to EPRI Research, and inspecting, operating, maintaining, repairing, altering, replacing, and performing any assessment relating to the condition, activity, substances, structures or equipment situated upon the work site as EPRI, in its sole and reasonable discretion, may determine to be significant, necessary or desirable in respect of the Work, work site, or any health, safety or environment risks for EPRI, CONTRACTOR, Site host, or any contractor, licensee, invitee, guest or user of the work site.

3.1.3. Restrictions on Use. To the extent of CONTRACTOR's use and development of the work site, CONTRACTOR agrees not to make any use of the work site for residential purposes or that would not promote or facilitate the development of the Santa Clara Electric Vehicle Charging Station as a electric charging and testing facility with a focus on energy management, control and data extraction in the public domain on a non-discriminatory basis.

3.1.4 Utilities. CONTRACTOR shall provide the necessary utilities to serve the work site, and shall pay or cause to be paid all charges for all public utilities or other public services for the work site, including all permits, plans and other requirements, at CONTRACTOR's sole cost and expense exclusive of any amounts paid up under this Agreement.

3.1.5 Taxes. CONTRACTOR shall bear the full expense of any and all real property, tangible personal property or other taxes, including taxes on possessory interests, metropolitan district charges, or other assessments or charges which are or may be levied against the work

site together with any and all improvements constructed in respect of the Work described in the Statement of Work.

3.2 Report Income. Contractor will report as income all compensation received by Contractor pursuant to this Agreement and will pay all self-employment and other applicable taxes thereon in a timely manner. If requested by EPRI, Contractor will provide copies of tax statements.

3.3 Standard of Care

3.3.1 Standard of Care. CONTRACTOR, for itself and its subcontractors, suppliers and materialmen together with their respective agents, representatives and employees, will perform the Work identified in the Statement of Work according to a standard of care, skill and diligence normally provided by a professional person in the performance of services of the type rendered hereunder.

3.3.2 SUPERVISION: CONTRACTOR will supervise and direct the Work set forth in the Statement of Work, using CONTRACTOR's best skill and attention. CONTRACTOR will be solely responsible for and have control over construction means, methods, techniques, sequence and procedures, and for coordination all portions of the work under this Agreement, including but not limited to, obtaining estoppels certificates, lien waivers and/or lien releases in respect of the Site to be improved in the manner identified in the Statement of Work. If the Agreement or its collateral documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, then CONTRACTOR will evaluate them for job, project and Site safety and, except as stated below, will be fully and solely responsible for the job, project and Site safety of such means, methods, techniques, sequences and/or procedures of performing the Work set forth in the Statement of Work. If CONTRACTOR determines that such means, methods, techniques, sequences and/or procedures may not be safe, then CONTRACTOR will give timely written notice to EPRI and will not proceed with that portion of the work without a mutual determination of how to proceed by an authorized representative of EPRI and CONTRACTOR with CONTRACTOR to remain solely responsible for any resulting loss or damage.

3.3.3 CONSTRUCTION PROCEDURES: CONTRACTOR will be responsible to EPRI for acts and omissions of CONTRACTOR's employees, agents, representatives, Subcontractors, and their respective agents, employees and representatives, employees, and other persons or entities performing portions of the Work identified in the Statement of Work for or on behalf of CONTRACTOR or any of its Subcontractors, and their respective agents, employees and representatives, employees, and other persons or entities performing portions of the Work. Neither EPRI nor any of its directors, officers, employees, members, funders, agents or other representatives shall be responsible or liable for any costs, expenses, taxes, liens, charges, assessments, or fees associated with the Work as all such costs, expenses, taxes, charges, assessments, and fees shall be borne exclusively by the CONTRACTOR.

3.3.4 PAYMENTS AND LIENS: CONTRACTOR shall pay when due all salaries, wages and benefits to which its personnel, subcontractors and suppliers who perform the Work identified in the Statement of Work are entitled, and CONTRACTOR shall make all tax and other statutory withholdings and remittances in respect thereof, and CONTRACTOR shall pay upon becoming due all accounts of third persons, for which CONTRACTOR is responsible, incurred in connection with the Work, work site, and Site owner. CONTRACTOR shall keep the work site free and clear of all liens, judgments and other encumbrances arising out of any work performed, materials furnished or obligations incurred by CONTRACTOR in respect of the work site, including all Work identified in the Statement of Work. CONTRACTOR agrees to immediately

notify EPRI of the filing of any such lien or any pending claims or proceedings relating to any such lien, and CONTRACTOR agrees to hold EPRI harmless from and against all loss, damages and expenses (including reasonable attorneys' fees and court costs) suffered or incurred by EPRI, or any contractor, subcontractor, mechanic, materialman or judgment lien holder as may be filed, claimed, recorded in connection with the Work identified in the Statement of Work, the work site, the owner of the Site, EPRI, and/or any funder of EPRI as a result of any such lien, claims and proceedings. CONTRACTOR shall comply with this Agreement and does hereby grant EPRI the right but not the obligation to enforce its rights and the rights of CONTRACTOR directly against the contractors and/or subcontractors of CONTRACTOR in its own name.

3.3.5 LIENS, WAIVERS, AND PAYMENT AND PERFORMANCE BOND REQUIREMENTS: CONTRACTOR shall not release funds paid by EPRI to itself and/or any subcontractor or supplier until the subcontractor or supplier submits to CONTRACTOR and EPRI all of the releases and waivers of lien requested pursuant to this Subarticle 3.3.5 such that CONTRACTOR shall promptly provide EPRI, and retain copies, of all proofs of payment, invoices, payment applications, releases and waivers of liens in its files, with such copies to be available for review by EPRI at any time, and which shall be submitted to EPRI before payment. If CONTRACTOR fails to provide or collect the invoices, payment applications, proofs of payment, and/or lien waivers required herein, or if CONTRACTOR does not bond off mechanics', materialman's, judgment and/or other liens arising from the Work, the work site or CONTRACTOR's activities under this Agreement, then EPRI may, in addition to its other remedies, withhold from any payment otherwise due one hundred percent (100%) of (a) the amount allocated to that portion of the Work during the period covered by any payment application or (b) the amount necessary to satisfy any filed and recorded claims of lien, including anticipated costs and fees until such time as an unconditional waiver and release is provided for such claim of lien is released of record. Failure of EPRI to withhold any or part of a progress payment due pursuant to this Subarticle 3.3.5 shall not be a waiver of any right of EPRI to do so and withholding of any payment by EPRI pursuant to this Subarticle 3.3.5 shall not be a breach of this Agreement. Additionally, CONTRACTOR shall at its sole expense obtain and take out a payment and performance bond securing completion of the Work identified in the Statement of Work and project site in respect of the Agreement.

3.3.6 Inspection. CONTRACTOR will be responsible for inspection of the Work performed, including determination of whether portions of partially completed Work are in proper condition to receive subsequent Work.

3.4 Safety

3.4.1 SAFETY AND PERMITS: CONTRACTOR, CONTRACTOR's Employees and other individuals working under the direction of the CONTRACTOR agree to perform Work in a safe, workmanlike manner and in strict compliance with all customary safety practices and in accordance with all State, Federal and local laws, ordinances and regulations, including but not limited to, all occupational, health, safety, employment and environmental laws, and the rules and regulations for the job, project, Work and Site. If the Work is done on a site not owned by CONTRACTOR, then CONTRACTOR will be responsible for signing and complying with Site Access Agreements with that third party, if any.

3.4.2 SAFETY OF PERSONS AND PROPERTY: CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety and construction management precautions

and programs in connection with the performance of this Agreement and Work to be performed at the work site as identified in the Statement of Work. CONTRACTOR will perform the work promptly, diligently, safely and in a good and workmanlike manner, and will take reasonable precautions for the proper and diligent management of the property, work site and safety, and will provide reasonable protection to prevent damage, injury, or loss to:

(a) employees and other persons on the project, job, Work or Site who may be affected;

(b) the deliverables, materials, goods and work and equipment to be incorporated into the Work identified in the Statement of Work, whether in storage on or off the Site that are the under care, custody or control of CONTRACTOR or of CONTRACTOR's Subcontractors, and their respective agents, employees and representatives, employees, and other persons or entities performing portions of the Work; and

(c) other property at the site adjacent thereto, such as buildings, structures, trees, shrubs, lawns, walkways, pavement, roadways, and utilities not designated for removal, retrofitting, relocation or replacement in the course of construction.

3.4.3 POSTING OF NOTICES: CONTRACTOR will give notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss (including, but not limited to OSHA and EPA).

3.4.4 WORKSITE SAFEGUARDS: CONTRACTOR will erect and maintain, as required by existing conditions and performance of this Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

3.4.5 REMEDIES: In addition to and not exclusive of all remedies granted to EPRI pursuant to Article 3 of this Agreement, CONTRACTOR hereby agrees to promptly remove and/or remedy damage and loss (other than damage or loss insured under property insurance required by the Contract documents) to property referred to in Sections 3.4.2 caused in whole or in part by CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable, and for which CONTRACTOR is responsible under Sections 3.4.2, except damage or loss attributable to acts or omissions solely attributable to the owner of the work site (if different than the CONTRACTOR), or anyone directly or indirectly employed by the owner of the work site (if different than the CONTRACTOR), or by anyone for whose acts the owner of the work site may be liable (if different than the CONTRACTOR), and not attributable to the fault or negligence of CONTRACTOR, its Subcontractors, and their respective agents, employees and representatives, employees, and other persons or entities performing portions of the Work. Additionally, CONTRACTOR shall provide EPRI with prompt written notice of any liability or potential liability arising in connection with the foregoing and/or as required by the Agreement in respect of any Work identified in the Statement of Work.

3.4.6 APPOINTMENT OF SUPERINTENDENT: CONTRACTOR will designate a competent person in CONTRACTOR's organization at the work site whose duty will be safety and the prevention of accidents. This person will be CONTRACTOR's deemed superintendent.

3.4.7 LOAD AVOIDANCE: CONTRACTOR will not load or permit any part of the construction or work site to be loaded so as to endanger its safety.

3.4.8 PREVENTION OF WASTE: CONTRACTOR shall not commit waste upon the work suite, or use, occupy or operate the work site for any purpose of business deemed to be hazardous for any extra-hazardous reason whatsoever. CONTRACTOR further agrees to keep the work site in a reasonably clean and neat condition, and to not allow rubbish or trash of any

kind to collect in, on or about the work site, and to keep the work site free of debris and in a neat appearance.

3.5 Subcontract and Consultant Flow-Down Requirements. Contractor will ensure that it has a written agreement with each of its subcontractors involved in performing the Work. Except as otherwise authorized in writing by EPRI, the Contractor will assure that the appropriate, applicable provisions in this Agreement are inserted in all agreements Contractor has with each of its subcontractors involved in performing the Work so that the provisions are applicable to each subcontractor and its employees.

3.6 Additional Duties. Contractor will: (i) promptly notify the EPRI Project Manager ("PM") in writing of any technical, financial, or legal issue which may affect the Work adversely; (ii) promptly notify EPRI Contract Negotiator in writing of any contractual issues, schedule delays or potential or actual legal claims; (iii) assist EPRI, at EPRI's expense, to perfect EPRI's rights in EPRI Materials and/or Research Results; (iv) refer all media inquiries regarding this Agreement to the EPRI PM; (v) utilize the Discovery Disclosure Form located at www.epri.com to provide prompt written notice to EPRI Legal regarding any invention or discovery made, conceived, or first reduced to practice by Contractor or Permitted Subcontractors; (vi) ensure that qualified women, minorities and disabled veteran business enterprises have maximum practicable opportunities for any resulting subcontract or purchasing awards; and (vii) in the event Contractor observes or is asked to do something which the Contractor considers as unethical or illegal, Contractor is required to notify EPRI via its Corporate Responsibility HOTLINE at (800) 826-6762 or any successor number that EPRI provides to Contractor in writing.

ARTICLE 4 - Contractor Changes

4.1 Changes. EPRI may, at its sole discretion, modify, stop, and/or cancel the Work under this Agreement and/or reassign its personnel through the issuance of a Change Notice to the Contractor. As appropriate, EPRI will equitably adjust the Contract Cost Limitation. Contractor will have thirty (30) days from receipt of the Change Notice to submit a written request for adjustment. Contractor will notify EPRI of any circumstance(s) which it becomes aware of that would require the issuance of a Change Notice. Contractor will be required to continue to perform the Work unless EPRI has issued a stop work or termination notice.

ARTICLE 5 - License Grant, Restrictions, and Title

5.1 Contractor License. EPRI grants Contractor a limited, revocable, royalty-free, nonexclusive, nontransferable license to reproduce and use the EPRI Materials specifically identified in the Attachment B, SOW, or any amendment to this Agreement, only in the performance of Work under this Agreement and not for the benefit of any third party. Release of EPRI Materials to Contractor is subject to Export Control review and clearance by EPRI. Contractor will have no right to distribute, sublicense, sell, lease, rent, or otherwise commercialize EPRI Materials or EPRI Intellectual Property Rights. Within thirty (30) days of the date of termination or the natural expiration of this Agreement, Contractor agrees to return all copies of the EPRI Materials to EPRI and/or erase all electronic copies from Contractor computers, servers, or hand-held devices. If Contractor erases or destroys the EPRI Materials, Contractor will certify the destruction in writing by a duly authorized representative of Contractor.

5.2 Contractor License Restrictions. Notwithstanding the License granted in Subarticle 5.1, Contractor will not, without EPRI's prior written consent or as otherwise expressly permitted by this Agreement, directly or indirectly:

(a) include any Third Party Intellectual Property within the Research Results or Deliverables without first granting to or obtaining for EPRI a nonexclusive, royalty-free, paid-up,

irrevocable, perpetual, world-wide unrestricted license, with the right to grant sublicenses to exercise all rights in, all and any such Third Party Intellectual Property;

(b) disclose to or permit the use of EPRI Materials, EPRI Intellectual Property or Research Results by any third party;

(c) claim any interest in, or take any actions inconsistent with EPRI's interests in EPRI Materials, EPRI's Intellectual Property or the Research Results;

(d) prepare or have prepared Derivative Works;

(e) reverse engineer or use any other method to obtain the Source Code version of any EPRI Materials or EPRI's Intellectual Property rights;

(f) install or use any Source Code which may be provided hereunder on any computer system other that as expressly permitted in the Agreement;

(g) use any EPRI Materials to create materials the same as or substantially similar to EPRI Materials;

(h) remove, alter or otherwise obscure any EPRI proprietary rights notices from EPRI Materials, EPRI's Intellectual Property, or Research Results.

5.3 Title. Except for rights expressly granted in this Article, EPRI will retain all right, title and interest in the Research Results, EPRI Materials and EPRI Intellectual Property, and Contractor waives any and all interest or ownership right(s) therein. Further, EPRI reserves all rights and remedies under copyright, trademark, patent, service mark, trade secret, unfair competition and other applicable laws.

(a) EPRI will own, and Contractor hereby assigns, transfers and conveys to EPRI in perpetuity all right, title, and interest in and to Foreground Intellectual Property and Research Results, and all intellectual property rights with respect thereto.

(b) Assistance. Contractor agrees to execute such documents, render such assistance, and take such other action as EPRI may request, at EPRI's expense, to apply for, register, perfect, confirm, enforce and protect EPRI's rights in the Technology.

(c) Copyright Notices. Contractor agrees that EPRI may apply copyright notices to all copyrightable items of Foreground Intellectual Property and Research Results, indicating EPRI's ownership of the copyrights in the item, using the following form:

> © Copyright 20_ Electric Power Research Institute, Inc., All Rights Reserved". The year in the notice will be the first year of publication or, if unpublished, the year in which the item was completed.

(d) Notice of Inventions and Discoveries. Whenever any invention or discovery is made, conceived or first reduced to practice by Contractor or Contractor's Employees or subcontractors (if any) in the performance of this Agreement, Contractor will promptly furnish EPRI with complete information thereon in a format acceptable to EPRI including, without limitation, a written description thereof giving the date of invention and names of the inventors and others involved in its development.

(e) Agreements with Employees. Except as otherwise authorized in writing by EPRI, Contractor will obtain written agreements with Contractor's Employees (if any) as necessary to effectuate the purposes of this Agreement.

(f) No Claim. Contractor agrees that it will not assert or establish or assist any third party with respect to any claim for intellectual property rights inconsistent with those granted to EPRI herein.

(g) Contractor's Rights. Except as expressly authorized in writing by EPRI, Contractor will have no rights to use, sell, distribute, publish, reproduce, modify, create derivative works of, make, or have made the Foreground Intellectual Property or Research Results.

5.4 EPRI License. Contractor grants to EPRI (or its designees) a nonexclusive, perpetual, royalty-free, worldwide, unrestricted, sublicensable, irrevocable license to exercise all rights in any and all Contractor Background Intellectual Property included in the Research Results or that are necessary for the exercise of any rights in the Research Results.

5.5 Computer Programs. Contractor agrees that any computer programs and related software delivered to EPRI under this Agreement will be checked by Contractor to determine if it is free of viruses that are detectable using accepted industry practice at the time of delivery to EPRI. In addition, any such software delivered to other organizations, including but not limited to other EPRI contractors and electric utility companies, will also be checked by Contractor to determine if it is free of such viruses. Contractor will label all software and other electronic media with the date and method used to check for virus contamination and prior to delivery to EPRI or other organizations promptly replace any such software found to contain virus contamination as of that time with the software free of known viruses.

ARTICLE 6 - Property

6.1 Property. No equipment will be purchased with EPRI funds, nor will any improvement, modification or construction of real or personal property be made with EPRI funds unless such purchase or expenditure is identified the Statement of Work or has been otherwise previously and specifically approved in writing by EPRI. Any equipment that is purchased pursuant to this Article will be used only for the performance of the Work.

6.2 Title and Insurance. Title to all property (including rights in intangible property such as software), which is purchased with EPRI funds during the performance of this Agreement, will vest at the time of acquisition in EPRI, and Contractor hereby assigns and agrees to assign such property and all related warranties to EPRI. Contractor will identify and maintain EPRI property as instructed by EPRI. Contractor is liable for and will exercise due care of the EPRI property while in Contractor's possession, including carrying proper insurance for the property where necessary. At the termination of this Agreement, Property will handled in accordance with the terms of the CEC Flowdown provisions in Attachment B.

6.3 Identification. The Contractor will keep a list of all property that has a unit cost of $1,000 or more, or a lower amount if specifically requested by EPRI, for delivery to EPRI within 60 days upon completion of the Work or upon termination of this Agreement.

ARTICLE 7 - Confidentiality

7.1 Confidential Information. The parties agree that all EPRI Materials, Research Results, and EPRI Intellectual Property comprise Confidential Information. All information considered Confidential Information by Contractor must, prior to disclosure, (i) be labeled as "Confidential" or otherwise clearly identified as confidential, or (ii) if disclosed orally, be identified as confidential at the time of disclosure, and be reduced to writing, marked as "Confidential" and delivered to EPRI within twenty (20) days of such disclosure.

7.2 Protection of Confidential Information. The parties agree to protect each other's Confidential Information (including EPRI Materials) in perpetual confidence at a level no less protective

than accorded their own Confidential Information. Disclosure of Confidential Information by Contractor will be strictly limited to Contractor's employees, Permitted Subcontractors, and governmental agencies for regulatory compliance purposes, on a need-to-know basis only, and subject to the execution of a non-disclosure agreement citing industry-wide accepted standards for the protection of Confidential Information. Upon EPRI's request, a copy of this non-disclosure agreement will be promptly provided by Contractor. Either party may disclose Confidential Information of the other party to the extent required by law.

7.3 Protection of Third Party Confidential Information. Contractor agrees to hold Confidential Information of a third party disclosed by EPRI in accordance with the requirements of Subarticle 7.2 above. Notwithstanding the foregoing, Contractor may only disclose such third party Confidential Information to only its employees on a need-to-know basis and subject to terms of confidentiality, which protect the third party Confidential Information equally as protective as this Agreement. Any disclosures by Contractor to persons other than Contractor's employees will only be permitted with EPRI's prior written consent.

ARTICLE 8 - Representations and Warranties

8.1 EPRI Warranty. EPRI represents and warrants that it has the right and power to enter into this Agreement.

8.2 DISCLAIMER OF WARRANTIES. WITHOUT LIMITING THE FOREGOING, CONTRACTOR ACCEPTS THE EPRI MATERIALS "AS IS". EPRI DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER STATUTORY OR IMPLIED, OF NONINFRINGEMENT, TITLE, QUIET ENJOYMENT, ACCURACY, MERCHANTABILITY, FREEDOM FROM MALWARE, OR FITNESS FOR ANY PURPOSE. Notwithstanding any other provision set forth in this Agreement, the Schedule, this Addendum or the Statement of Work: (i) EPRI shall not bear any liability to CONTRACTOR or any CONTRACTOR's contractors, subcontractors and/or suppliers arising out of any act or omission of CONTRACTOR or its contractors, subcontractors and/or suppliers; and (ii) any contracting and/or subcontracting by CONTRACTOR shall not relieve or exculpate CONTRACTOR for its responsibility to peform the Work as described in the Statement of Work under this Agreement.

8.3 WARRANTIES: On behalf of itself, its agents, representatives, assigns, and successors, CONTRACTOR represents and warrants that:

(a) CONTRACTOR can fulfill its obligations under the Agreement, has the right and power to enter into the terms of this Agreement and the authority to grant the license cited in Subarticle 5.4 without breaching any agreements which CONTRACTOR is bound, or infringing on any Third Party Intellectual Property rights.
(b) All deliverables, materials, goods and work to be performed under the Statement of Work will conform to all written proposals and descriptions as well as any drawings, specifications, samples, or models furnished by EPRI or furnished by CONTRACTOR and approved by EPRI.
(c) All deliverables, materials, goods and work to be performed under the Statement of Work shall be merchantable and fit for their intended purposes and shall be new, not refurbished or reconditioned and that all services shall be rendered in a good and workmanlike manner by skilled personnel.
(d) EPRI's or its sublicensees' use or distribution of the Research Results and the Work will not infringe on any Third Party Intellectual Property Rights.
(e) CONTRACTOR will comply with present and future applicable federal and state labor and employment laws, including, but not limited to health, safety and environmental laws, regulations and orders without limiting any rights or remedies otherwise available to EPRI.
(f) The performance of all warranties shall survive and be explicitly extended beyond the completion of each deliverable, materials, good and/or other work to be performed under the Statement of Work for a period of 365 days from the delivery of each item unless a longer warranty period is called for in any writing, including without limitation, specifications, drawings, or proposals furnished by or to CONTRACTOR.

(g) For purpose of calculating warranty periods for deliverables, materials, goods and work to be performed under the Statement of Work, delivery shall occur upon the completion of such deliverables, materials, goods and work to be performed under the Statement of Work.

ARTICLE 9 – Limitation of Liability

LIMITATION OF LIABILITY. EPRI'S LIABILITY TO CONTRACTOR OR ANY THIRD PARTY FOR A CLAIM OF ANY KIND ARISING UNDER OR RELATED TO THIS AGREEMENT, ANY EPRI MATERIALS, RESEARCH RESULTS, OR WORK, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE, INFRINGEMENT OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE VALUE OF THE AMOUNTS UNDER THIS AGREEMENT. IN NO EVENT WILL EPRI, ANY SUBSIDIARY, SUPPLIER, OR SUBCONTRACTOR, OF EPRI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOST DATA, WORKSTOPPAGE, COMPUTER FAILURE, OR MALFUNCTION) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CONTRACTOR MORE THAN ONE YEAR AFTER THE EVENTS WHICH GIVE RISE TO THE CAUSE OF ACTION OCCURRED. IN NO CASE WILL ANY FUNDER OF EPRI OR ANY PERSON OR ENTITY ACTING ON BEHALF OF THE SAME BE LIABLE TO CONTRACTOR.

ARTICLE 10 - Indemnification

10.1 Indemnification. Contractor will indemnify, defend and hold EPRI, EPRI funders, and sublicensees of the Research Results (collectively, "Indemnified Party") harmless from and against any and all claims, losses, costs, liabilities and expenses (including reasonable attorneys' fees), arising out of (a) any intellectual property infringement of any Research Results, and (b) Contractor's, or Permitted Subcontractor's, performance under this Agreement provided that: (i) the Indemnified Party gives written notice of any claim to Contractor; (ii) at Contractor's expense, the Indemnified Party provides assistance which Contractor may reasonably request for the defense of the claim; and (iii) Contractor has the right to control the defense or settlement of the claim, provided, however, that the Indemnified Party will have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing and at its own expense. If an injunction or order issues restricting the use or distribution of any Research Results, or if EPRI determines that any Research Results may become the subject of a third party intellectual property rights infringement claim, Contractor will, at its option and expense, (i) procure the right to continue using, reproducing, and distributing the Research Results, as applicable; or (ii) replace or modify the Research Results so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the Research Results. Without limiting EPRI's remedies, EPRI will be entitled to withhold and off-set payments to Contractor from this or any other Agreement with Contractor to cover potential damages, liabilities, costs, and expenses until such matter is finally resolved.

ARTICLE 11 - Termination

11.1 Termination for Cause. EPRI may, with 5 days prior written notice, terminate this Agreement or any part hereof, as follows: (i) immediately in the event of a breach of this Agreement by Contractor; or (ii) immediately upon Contractor's attempt to assign this Agreement without EPRI's prior written approval; or provided however that Contractor may attempt to cure a breach of this Agreement within the time permitted by EPRI in its discretion as set forth in the written notice of termination. Contractor will take all steps necessary to mitigate damages upon receipt of a notice of termination.

11.2 Termination for Convenience. EPRI may terminate this Agreement or any part hereof upon thirty (30) days written notice of termination for any reason or for no reason. As of the effective date of the termination, Contractor will return all EPRI Materials and deliver all Research Results including any works-in-progress within thirty (30) days of receipt of the termination notice. EPRI will

reimburse Contractor for all verified allowable costs and EPRI approved non-cancelable commitments incurred prior to the date of receipt by the Contractor of the notice of termination as well as reasonable closeout costs, if any. Total payments to Contractor will not exceed the amount of the Contract Cost Limitation and Contractor will not be entitled to lost profits or consequential damages. Contractor will continue its performance of all non-terminated Work under this Agreement.

11.3 Effects of Termination. In the event this Agreement is terminated for cause pursuant to Subarticle 11.1 or for convenience pursuant to Subarticle 11.2 above, the License granted to Contractor will immediately terminate and Contractor will cease use of EPRI Materials, and within thirty (30) days of termination, Contractor will return all EPRI Materials including any reproductions, uninstall or otherwise permanently delete all EPRI Materials from Contractor's, its subsidiaries and affiliates or Permitted Subcontractor's computer systems, and provide EPRI with a written certification of such action signed by a duly authorized representative of Contractor. Contractor will have no right to receive any goodwill compensation relating to this Agreement, EPRI Materials, any other monies from EPRI, or ownership or any other right to EPRI Materials.

11.4 Survival. The provisions of Article 5 (License Grant, Restrictions, and Title) other than licenses to Contractor, Article 7 (Confidentiality), Article 8 (Representations and Warranties), Article 10 (Indemnification), Article 12 (Dispute Resolution) and Article 13 (Miscellaneous), and Subarticle 2.7 (Audit) will survive the termination of this Agreement.

ARTICLE 12 - Dispute Resolution

12.1 Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by final and binding arbitration in Santa Clara County, U.S.A., before one arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (or if the Contractor is located in a non-U.S. territory, the International Chamber of Commerce in accordance with its Rules of Arbitration). Proceedings will be conducted in English. Judgment on the award may be entered in any court having jurisdiction. The award will be payable in U.S. Dollars through a bank in the United States. This Subarticle will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Unless otherwise directed in writing by EPRI, Contractor will continue its performance under this Agreement. EPRI reserves all rights (including all legal and equitable remedies) not expressly granted to the Contractor.

12.2 Expenses. Each party will bear its own expense (including attorneys' fees) incurred in any dispute resolution or court proceeding, or settlement activities unless otherwise agreed by the parties or ordered in the Arbitration award.

ARTICLE 13 - Miscellaneous

13.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles that provide for the application of the law of another jurisdiction.

13.2 Export and Anti-corruption Laws. The parties will comply with all applicable export, anti-corruption and U.S. anti-boycott laws and regulations. The parties agree that access to Research Results and EPRI Materials licensed to Contractor in Subarticle 5.1 ("Licensed Products") is granted with the specific understanding and requirement that responsibility for ensuring compliance with all applicable U.S. and foreign export laws and regulations are being undertaken by the parties. This responsibility includes an obligation to ensure that any individual receiving access hereunder who is not a U.S. citizen or permanent U.S resident is permitted access under applicable U.S. and foreign export laws and regulations. Both parties further understand and acknowledge their obligations to make a prompt report to each other and appropriate authorities regarding any access to or use of Research

Results and Licensed Products hereunder that maybe in violation of applicable U.S. and foreign export laws and regulations. In addition, Contractor hereby warrants and agrees that no Licensed products, technical data, or other information or assistance furnished by EPRI pursuant to this Agreement, or any product or revision thereof, will be re-exported or otherwise used by Contractor or its authorized transferees outside of Contractor's principal domiciliary country. These obligations will survive any satisfaction, expiration, termination, or discharge of this Agreement or any other obligations.

13.3 Assignment. Contractor may not assign this Agreement, in whole or in part, whether by contract or operation of law, without EPRI's prior written consent, which will not be unreasonably withheld, and any purported attempt to do so will be considered as null and void. EPRI agrees Contractor may subcontract Work to a Permitted Subcontractor, provided, any subcontracting arrangement will not relieve Contractor of any of its duties or obligations. The terms of this Agreement will bind and inure to the benefit of permitted assigns.

13.4 Waiver. No failure or successive failures on the part of either party, its successors, or assigns, to enforce any covenant or agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement or amendment will operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party, its successors and assigns, to enforce the same in the event of any subsequent breach or breaches by the other party, its successors, or assigns.

13.5 Severability. If any provision of this Agreement or any amendment is held to be invalid or unenforceable, the remaining provisions of this Agreement or amendment(s) will remain in full force.

13.6 Independent Contractor. Both parties will perform their obligations hereunder as independent contractors and will be solely responsible for their own financial obligations. This Agreement is not intended to and will not make Contractor an agent or employee of EPRI and Contractor hereby acknowledges and agrees that it is not an agent or employee of EPRI. Nothing contained in this Agreement will be construed to imply a joint venture, partnership or principal and agent relationship between the parties and neither party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other in connection with the performance of this Agreement. Contractor agrees to furnish (or reimburse EPRI for) all tools and materials necessary to accomplish the Work, and will incur all expenses associated with performance, except as expressly provided in this Agreement. Contractor acknowledges that neither Contractor nor Contractor's employees or agents will be eligible for any EPRI employee benefits.

13.7 Commercial Items. Each EPRI Material is a "commercial item," as that term is defined at 48 C.F.R. 2.101. To the extent that any EPRI Material includes software or its related documentation, such software and related documentation constitute "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212, and are provided to be used by or for the U.S. Government only as commercial end items. Any technical data provided with such EPRI Material is commercial technical data as defined in 48 C.F.R. 12.211. Consistent with 48 C.F.R. 12.211 through 12.212, 48 C.F.R. 227.7202-1 through 227.7202-4, and 48 C.F.R. 252.227-7015, all U.S. Government customers acquire the EPRI Material with only those rights set forth in this Agreement.

13.8 Force Majeure. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement, if such delay is caused by a national labor dispute, shortage of material supply, fire, earthquake, flood, acts of terrorism or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

13.9 Insurance

13.9.1 LIABILITY INSURANCE: During the duration of this Agreement, CONTRACTOR will purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work and/or Property are located adequate insurance such as will protect EPRI and its funders, directors, officers, employees, agents, designees and other representatives from claims set forth below which may arise out of or result from CONTRACTOR's operations under this Agreement and for which CONTRACTOR may be legally liable, whether such operations be by CONTRACTOR, by a Subcontractor or by anyone directly or indirectly employed by either of them, or by anyone for whose acts any of them may be liable: claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees; claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR's employees; claims for damages insured by personal injury liability coverage; claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use; claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle on the work site; and claims for bodily injury or property damage arising out of completed operations.

13.9.2 INSURANCE LIMITS: CONTRACTOR shall maintain, at its own cost and at all times during the term of this Agreement, valid, effective and collectible insurance of the following types: (i) Worker's Compensation Insurance complying with applicable laws, and Employer's Liability Insurance with limits of not less than $1,000,000 for bodily injury by accident and $1,000,000 for bodily injury by disease; (ii) Commercial General Liability Insurance, written on an "occurrence form" basis with limits of not less than $1,000,000 in the aggregate for each occurrence and $1,000,000 for products and completed operations annual aggregate; (iii) Business Auto Coverage with a limit of liability of $1,000,000 for anyone accident or loss; and (iv) such other types, increased amounts or broadened coverage of insurance as is legally required in the state where the work will be performed. The Commercial General Liability Insurance, including products and completed operations coverage, shall remain in force at least until the expiration of ten years after expiration or termination of this Agreement. If CONTRACTOR utilizes a Subcontractor to perform any portion of the work under this Agreement, CONTRACTOR and its Subcontractors will flow down the terms of this Article to the Subcontractor(s) and their Subcontractors will flow down this term to their Subcontractors(s), as applicable.

13.9.3 RISK OF LOSS: CONTRACTOR shall bear the risk of loss or damage to any goods ordered or procured under this Agreement until delivery and installation of the goods to Site unless CONTRACTOR is instructed to deliver the goods to a third party destination, in which case CONTRACTOR shall bear the risk of loss for damage to such goods until their delivery to the Site Free on Board (F.O.B.). Notwithstanding such delivery, CONTRACTOR shall bear the risk of loss or damage to the goods purchased hereunder in the event of and from the time EPRI gives notice of rejection, non-conformity or termination of this Agreement.

13.9.4 PERMITS AND SIGNAGE: CONTRACTOR will be responsible for obtaining issuance of all permits, licenses, bonds and other legal items required to perform, including obtaining any and all permits and licenses necessary to fulfill its obligations under this Agreement. CONTRACTOR will further obtain a certificate of occupancy or equivalent certificate of completion and/or certify to EPRI in writing that no such certificate is required. Subject to Subarticle 13.12 of the Agreement, CONTRACTOR will not pos signs or advertisements upon the work site, except those signs and locations permitted by applicable ordinances, regulations and codes applicable to buildings in general, and CONTRACTOR shall be responsible for all costs and compliance with respect thereto.

13.10 Endorsements. Contractor acknowledges that EPRI neither endorses products or services, nor allows the data or other results of the Work to be used as an endorsement. Therefore,

Contractor agrees that it will not, whether explicitly or through implication, use EPRI's name, logo, trademarks, the name, title, or statements of EPRI employees, this Agreement, or the results of the Work for advertising or other promotional purposes, raising of capital, recommending investments, or in any way that states or implies endorsement by EPRI. Any exceptions to this subarticle will require the advanced written approval by EPRI's executive in charge of corporate communications, which may be withheld at EPRI's sole discretion.

13.11 Order of Precedence. In the event of a conflict between or among the terms of the Agreement documents, the order of precedence will be: the Sourcing Agreement, the Sourcing Terms and Conditions, the CEC Flow-Down Provisions, any SOW, and then any other attachments to the Agreement in the order presented. If there are multiple Agreement amendments, the most recent amendment will have the highest precedence and the oldest amendment will have the lowest precedence.

13.12 Publicity. Contractor may not issue any publicity releases (including news releases and advertising) relating to this Agreement and the Work performed hereunder without the prior written approval of EPRI's executive in charge of corporate communications. Any inquiry the Contractor receives from news media concerning this Agreement will also be referred to the EPRI's executive in charge of corporate communications for coordination prior to response. Any technical paper, article, publication, or announcement of advances generated in connection with Work performed under this Agreement, during the Term or thereafter, will give credit to EPRI. Nothing contained in this subarticle will be deemed to grant Contractor any license with respect to the results of the Work.

13.13 Additional Obligations. Contractor will maintain complete and accurate information related to the location of project records associated with this Agreement, to include, but not be limited to, EPRI Materials, Research Results, or any other real, personal, and intellectual property, and will allow EPRI, with fifteen (15) days notice, to do a physical audit of the project records. Contractor will retain Research Results for three years after final payment is received. Contractor will not, without the prior written permission of EPRI, subcontract out any of the Work or substitute or substantially change the participation of any key personnel identified in this Agreement. Contractor will not perform Work on a third party's site without first obtaining from the third party a written waiver and release of claims for direct, indirect, special and/or consequential damages in favor of EPRI.

13.14 Additional Provisions. Provided that this Agreement is not entered into with a Contractor outside of the United States, the following additional provisions apply. Contractor will comply with the following Federal Government provisions (Appendix A to 2 CFR Part 215 – Contract Provisions which are incorporated herein by reference as though set forth in full text to this Agreement: (i) E.O. 11246 - Equal Employment Opportunity; as amended by E.O. 11375 – Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations 41 CFR, part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept of Labor; (ii) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C.276c) as supplemented by Dept of Labor regulations (29 CFR part 3) (applicable to construction and repair contracts in excess of $2500); (iii) Contract Work Hours and Safety Standards Act (40) U.S.C. 327-333 as supplemented by Dept of Labor regulations (29 CFR part 5) (applicable to construction contracts in excess of $2000 and in excess of $2500 for other contracts involving mechanics or laborers; (iv) Rights to Inventions Made under a Contract or Agreement (37 CFR part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations issued by the awarding agency; (v) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) (applicable to contracts $100,000 or more); (vi) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (applicable to contracts $100,000 or more; and (vii) Debarment and Suspension E.O.s 12549 and 12689. If this Agreement exceeds the Federal small purchase threshold, Contractor will be required to certify regarding its exclusion status and that none of its principal employees are on GSA's List of Parties Excluded from Federal Procurement or Non-procurement Programs. Further, Contractor will be required to furnish a certificate, if none is on file, in compliance with the Byrd Anti-Lobbying

Amendment if or when this Agreement reaches $100,000 or more. Re-certification is required on an annual basis.

ARTICLE 14 – Hazardous Material

14.1 HAZARDOUS MATERIALS: CONTRACTOR shall provide written notice to EPRI of any toxic or hazardous materials (defined and regulated as such pursuant to the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act or any similar law and all regulations issued there under) to be used on the work site, together with written verification that CONTRACTOR has or will comply with all laws and regulations applicable to the use, storage, disposal and transportation of such materials.

14.2 HAZARDOUS MATERIAL LIABILITY: If, without negligence or other liability on the part of CONTRACTOR, CONTRACTOR is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the work as required by the Agreement and/or associated Statement of Work, EPRI will provide coverage to SELLER for reasonable costs and expenses incurred as verified by an audit if EPRI so elects.

14.3 HANDLING OF EMERGENCIES: In an emergency affecting the safety of persons or property, CONTRACTOR will act, at CONTRACTOR's sole risk and discretion, to prevent threatened damage, injury, or loss.

ELECTRIC POWER RESEARCH INSTITUTE

ELECTRIC POWER RESEARCH INSTITUTE, INC.
SOURCING AGREEMENT

Attachment B

Sourcing Statement of Work

ELECTRIC POWER RESEARCH INSTITUTE

ATTACHMENT B

SOURCING STATEMENT OF WORK

Contractor Name: Silicon Valley Power

EPRI Contract ID: _____

Contract Title: "Santa Clara Electric Vehicle Charging Center – Installation, Networking and Hosting"

EPRI Task ID: _____

Introduction and Background

The California Energy Commission has awarded a team consisting of the Electric Power Research Institute, Silicon Valley Power, Joint Venture Silicon Valley, ChargePoint, and MJR Electric to complete installation of plug-in electric vehicle (PEV) charging stations at a multilevel parking garage located in and owned by the City of Santa Clara, California. The facility will be referred to as the "Santa Clara Electric Vehicle Charging Center" or EVCC.

The first two levels of a recently completed 6-level parking structure will be retrofitted with 48 Level 2 electric vehicle charging stations under this project. The 48 charge ports would be installed as two sets of 12 dual cable charge stations on the first and second floors near the west corner of the garage structure. The garage is located on Tasman Drive between Lafayette Street and Great American Parkway (see satellite image and map of the garage location in Figure 1).

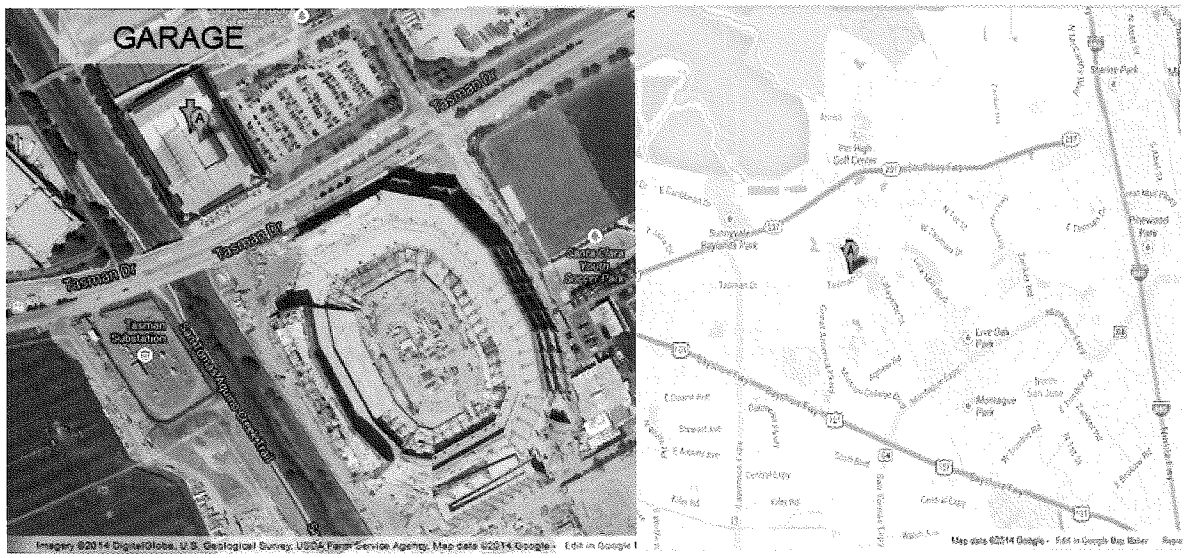

Figure 1: Installation Site

The charge stations will be installed as pedestal mount units on the first floor and wall mount units on the second floor. The layout of the charge stations and a photo of the charge station product to be deployed (manufactured by ChargePoint) are shown in Figure 2.

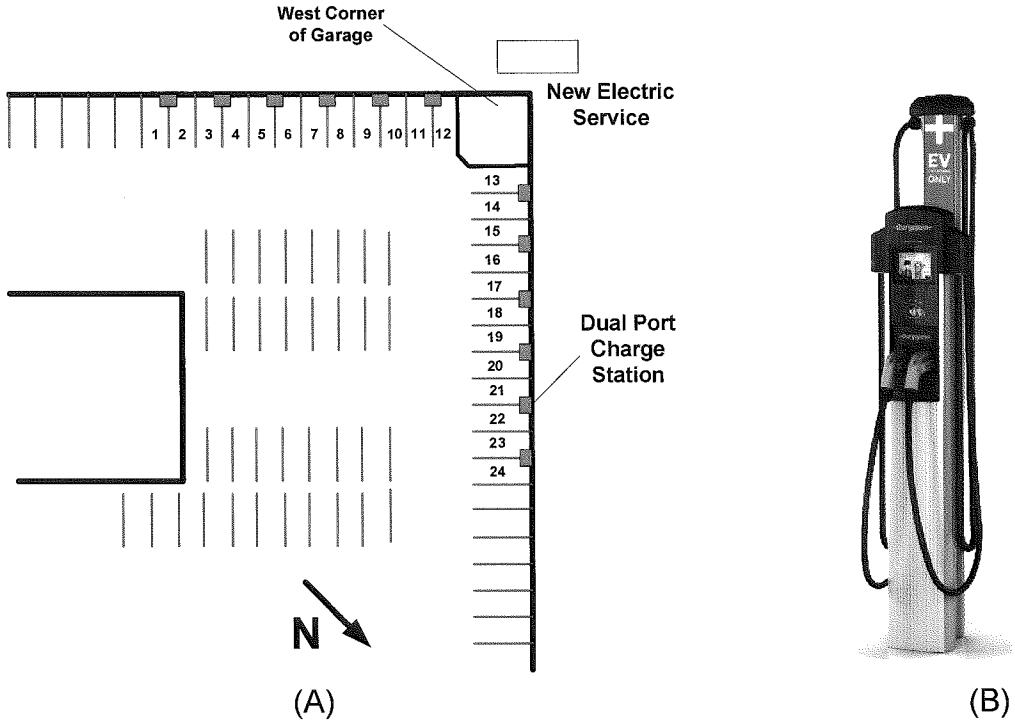

Figure 2: (A) Charge Station Layout for One Floor; (B) Charge Station Product (ChargePoint)

Silicon Valley Power (SVP) is the not-for-profit electric municipal utility of Santa Clara, CA and will be the site host for the project as reflected in the Agreement.

Objectives

The objective of this project is to deploy, operate and optimize the operation of the EVCC working in conjunction with all project team members.

The objectives of this contract are to:

- Complete the site installation including electrical service upgrades and charge station installation.
- Complete registration of networking services from ChargePoint
- SVP will work with ChargePoint to complete commissioning of the charge station installation including the network control capability.
- Have SVP provide input to EPRI and other team members in the following areas of implementation and management for the site:
    - Develop operational policies/processes to encourage longer-range PEV usage from more distant locations, encourage PEV car-pooling, and

reduce the number of conventional vehicles traveling to the venues through PEV charging spot reservations, possible reduced charging rates, etc.
  - Develop high-impact advertising, media, and on-line communication strategies to maximize the number of PEVs using the facility and to promote adoption of PEVs to a wide audience
  - Document best practices, and share lessons learned to encourage the construction of similar sites in other parts of California and throughout the country.
- Have SVP contribute lessons learned as the site host to the project Final Report.

Third Party Intellectual Property

None

Tasks

Task 1 - Project Reporting and Meetings

In support of EPRI's overall project goals and obligations, SVP will contribute to project reporting.

- Task 1.1 - Monthly Updates
  SVP will provide EPRI monthly electronic updates on EVCC related activities. It is anticipated that most project activity will occur in the first year after the kickoff meeting. EPRI may, at its discretion, provide SVP written permission to skip the monthly reporting requirement for a period of time based on project activity level.
- Task 1.2 - Final Report – SVP Review and Input
  SVP will contribute to and review the overall project Final Report.
- Task 1.4 – Final Meeting
  SVP will attend the CEC sponsored project final meeting (location TBD; Tentative date 11-30-2017).
- Task 1.5 – Site Data Access
  SVP will, through its network services contractual relationship with ChargePoint, grant EPRI access to site data to allow for analysis and reporting as part of the CEC project.

Task 2 - Site Permitting

SVP will work with MJR Electric to obtain any permits necessary for the project site.

- Task 2.1 - Permit Identification
  SVP will provide EPRI with a written list of required permits and permit costs. SVP will provide needed site access to MJR Electric in performing this task.
- Task 2.2 – Procure Permits
  After EPRI approval to proceed, SVP will work with MJR Electric to obtain all needed permits. SVP will provide EPRI with written copies of all permits within 8 days of receiving said permits. EPRI will provide copies of permits to CEC as required by the overall project agreement.

Task 3 - Site Hardware Installation

SVP will work with the electrical contractor, MJR Electric, to complete the installation of the charge station hardware. SVP will be responsible for coordination of site access with MJR.

- Task 3.1 - Receipt of Charge Station Hardware
  SVP will work with EPRI to receive and handle (including temporary storage and equipment security) EPRI purchased charge station hardware in coordination with the SVP electrical contractor. SVP will coordinate transfer of hardware to their electrical contractor at the site. EPRI will provide charge station hardware only and as packaged by the manufacturer, ChargePoint – provision of all other hardware needed for installation is the responsibility of SVP through their electrical contractor, MJR. SVP will provide written notification of receipt of hardware and when field installation is completed.
- Task 3.2 - Electrical Upgrades and Charge Station Installation
  SVP will work with their electrical contractor to complete the electrical upgrades necessary to support the charge station installation and complete the installation of the charge stations.
- Task 3.3 – Equipment Tracking
  SVP will support EPRI on an annual basis to account for all CEC funded equipment purchases. This may require that SVP provide photographic evidence that all installed hardware remains in place. SVP will notify EPRI in writing if there are any material changes in the installation.

Task 4 – Charge Station Networking

SVP will contract with ChargePoint to provide network control services for the charge stations installed in Task 3. EPRI will make payment for the networking services and station activation as part of their procurement of the charging stations.

- Task 4.1 - Network Services Registration
  SVP will complete the registration process for the ChargePoint network service.
- Task 4.2 - Commission Charge Stations
  SVP, through its electrical contractor MJR Electric, will work with ChargePoint to commission and certify that all charge stations are functional and properly operating on the ChargePoint Network. SVP will coordinate with ChargePoint if physical access to the site is required during commissioning. SVP working with ChargePoint will provide EPRI with a written/electronic notification of completion of the task. Ownership of the charge station hardware will transfer to SVP at completion of commissioning.

Task 5 - Site Management

SVP will be responsible for day to day operation of the Santa Clara Electric Vehicle Charging Center. SVP will work with EPRI to identify best practices and operational policies/processes that optimize utility of the EVCC. SVP will include this information as part of the Task 1.1 Monthly Updates and in support of the Task 1.2 Final Report. SVP will provide site access to MJR Electric, EPRI, ChargePoint and Joint Venture Silicon Valley on an as needed basis. Under task 5, SVP will explore novel methods to maximize utilization of the EVCC using methods such as valet service or dynamic pricing of charging services.

Deliverables

1. *Task 1 – Project Reporting*
   - Monthly reports (electronic format) starting 30 days from project start, running through November 2017 (approximately 39 reports)
   - SVP Input and Review of Final Report

2. *Task 2 - Permitting*
   - Written list of permit costs
   - Copies of all issued permits provided within 8 days of issuance
3. *Task 3 – Site Hardware Installation*
   - Written notification indicating receipt of ChargePoint hardware
   - Annual letter showing disposition of all CEC funded hardware (including photographs of major hardware items)
4. *Task 4 – Charge Station Networking*
   - Written notification of successful commissioning and completion of the EVCC system
5. *Task 5 – Site Management*
   - None

Schedule

Task/Milestone/Deliverable Description	Due Date
Task 1.1 – Monthly Updates	Monthly starting 30 days after kick-off meeting, and by 5th calendar day of each following month through project duration
Task 1.2 – Final Report – SVP Review and Input	October 1, 2017
Task 1.4 – Attend Final Meeting	Tentative November 30, 2017 (Date TBD by CEC)
Task 2.1 – Permit Identification	TBD – at contract signing
Task 2.2 – Procure Permits	Copies within 8 days of issuance
Task 3.1 – Receipt of Charge Station Hardware	TBD – at contract signing
Task 3.2 - Electrical Upgrades and Charge Station Installation	TBD – at contract signing
Task 3.3 – Equipment Tracking – Reports Due	November 30, 2015 November 30, 2016 October 30, 2017
Task 4.1 - Network Services Registration	TBD – at contract signing
Task 4.2 - Commission Charge Stations	TBD – at contract signing
Task 5	Runs through course of project (December 2017 completion)

EPRI Material/Other Documents

Charge station hardware for Task 3.1 will be purchased by and provided to SVP by EPRI as described in the task. See EPRI Addendum #1 (Budget Form, Exhibit B, Task Summary).

Budget Forms (Attachment 5)

Exhibit B
Att B-1 Task Summary

Summary Task Budget		Prime Recipient Reimbursable Costs	Major Subcontractor #1 Reimbursable Costs	Major Subcontractor #2 Reimbursable Costs	Major Subcontractor #3 Reimbursable Costs	Commission Reimbursable Totals	Match Funding Totals	Grand Totals
		EPRI	Silicon Valley Power	MJR Electric	Chargepoint			
1.0	TASK 1: Administration	4,698				$ 4,697.50	$ 66,316.48	$ 71,013.98
2.0	TASK 2: Install and Commission Hardware	66,265	39,096	203,570	140,681	$ 449,612.07	$ 110,071.00	$ 559,683.07
3.0	TASK 3: Energy Management Development	2,390				$ 2,389.84	$ -	$ 2,389.84
4.0	TASK 4: Data Collection and Analysis	12,313				$ 12,313.05	$ 908.00	$ 13,221.05
5.0						$ -	$ -	$ -
	Grand Totals	**$ 85,665.46**	**$ 39,096.00**	**$ 203,570.00**	**$ 140,681.00**	**$ 469,012.46**	**$ 177,295.48**	**$ 646,307.94**

PLEASE SEE THE INSTRUCTIONS SHEET FOR DETAILED INFORMATION ON COMPLETING THIS FORM.

If the budget forms are not filled out completely your bid/proposal may be rejected.

For these boxes, be sure to include all costs: labor (unloaded rates) and non-labor costs (fringe, overhead, general & administrative, and other direct operating costs). The totals are total costs to perform each task.

ELECTRIC POWER RESEARCH INSTITUTE

ELECTRIC POWER RESEARCH INSTITUTE, INC.
SOURCING AGREEMENT

Attachment C

California Energy Commission Exhibit C

ATTACHMENT C

Exhibit C

ALTERNATIVE AND RENEWABLE FUELS AND TECHNOLOGY PROGRAM (ARFVTP)

TERMS AND CONDITIONS

PON-13-606

Electric Vehicle Charging Infrastructure

TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. *Grant Agreement*

This project is being funded with a grant from the California Energy Commission (Commission). Funding for this project was authorized by the Budget Act of *<Fiscal Year(s)>*, Chapter *<Chapter number(s)>*, Statutes of *<Year of Statute(s)>*, and consists of funds from Alternative and Renewable Fuel and Vehicle Technology Program Awards.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Commission cannot authorize any payments until all parties sign this Agreement.

2. *Attachments and References*

The following are attached and hereby expressly incorporated into this Agreement.

- Payment Request Form.
- Work Statement.
- Budget.
- Resolution of the Recipient or Local Jurisdiction Governing Body (if applicable).
- Resolution of the California Energy Commission (if applicable).
- Special Terms and Conditions (if applicable).
- PON-13-605 and all addenda thereto.

3. *Funding Limitations*

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4. *Due Diligence*

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Commission's remedies, be terminated.

5. *Products*

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

6. *Reports*

a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the CAM no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A Payment Request form for the final payment (including any retention).
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information specified in the Work Statement or Special Conditions.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

Upon receipt of the final report, the CAM shall ensure that all work has been satisfactorily completed.

c. Rights in Reports

The Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Commission.

d. Failure to Comply with Reporting Requirements

Failure to comply with the reporting requirements contained in this Agreement will be considered a material noncompliance with the terms of this Agreement. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards.

7. *Publications - Legal Statement on Reports and Products*

You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. *Changes to the Agreement*

a. Significant Changes

Significant changes to this Agreement must be approved by the Commission through a formal amendment. Significant changes include, but are not limited to:

- Change of Recipient's legal name,
- Change of Recipient,
- Changes in order to disencumber funds,
- Changes to the Work Statement that reasonably modify the purpose of the Agreement,
- Changes to the Schedule of Products that extend the due dates beyond the term of the Agreement,
- Changes to the Budget that increase the amount of the Agreement,
- Changes to the Budget that increase rates or fees.

The Recipient shall submit a request in writing to the CAM with a copy to the Commission Grants and Loans Officer for any significant change. The CAM will notify the Recipient Project Manager of the appropriate Commission action within ten (10) working days.

b. Nonsignificant Changes

Changes that are not significant to the Agreement do not need to be approved at a Commission business meeting through a formal amendment. These changes shall be documented in a Letter of Agreement, signed by both parties.

c. Schedule of Products and Due Dates

If the Schedule of Products and Due Dates needs to be revised after the execution of the Agreement, the revised dates cannot extend beyond the term end date of the Agreement without a formal amendment. Recipient shall work with the CAM to agree on the new product due dates. The CAM will issue the revised Schedule of Products and Due Dates to the Recipient and the Grants and Loans Office.

d. Budget Reallocations

(1) The Commission, through its CAM and Grants and Loans Officer, and the Recipient can agree upon and make certain budget reallocations without a formal amendment to this Agreement as long as ALL of the following conditions are met:

(a) The total of all budget reallocations cannot exceed ten percent (10%) with a cap amount of $75,000 of the Agreement Amount. For purposes of this provision, "Agreement Amount" means the total amount of Commission funds being paid to the Recipient under this Agreement. It does not include any match funds provided by the Recipient.

For example, if under an agreement the Commission agrees to pay a recipient $100,000 and the recipient is supplying $500,000 in match funding, the ten percent (10%) limitation applies to the $100,000. Only up to $10,000 of Commission funds could be reallocated without a formal amendment. If under an agreement the Commission agrees to pay a recipient $800,000, ten percent would be $80,000, but the cap is $75,000, so the most that could be reallocated without a formal amendment is $75,000.

(b) The budget reallocation cannot substantially change the scope of work. Examples of budget reallocations that do not substantially change the scope of work include, but are not limited to, the following:

- Increasing or decreasing the overall travel budget. This does not mean an increase to the allowed per diem rates under this Agreement.
- Increasing or decreasing the equipment budget.

- Increasing or decreasing the number of personnel assigned to complete tasks. This does not include increasing the hourly rates of the personnel and classifications listed in the budget. Increasing hourly rates requires a formal amendment. The addition of personnel also requires a formal amendment unless there is already an identified classification of rates in the budget that the new personnel will be filling.

(c) The budget reallocation only involves moving funds between tasks. The total Agreement Amount must remain unchanged. Increasing the total amount of the Agreement requires a formal amendment.

(d) The budget reallocation does not increase the percentage rate of Indirect Overhead, Fringe Benefits, General and Administrative Costs, or any other rates listed in the budget. For example, if an agreement budget lists the Indirect Overhead percentage rate as 25% of Direct Labor, the 25% cannot be changed without a formal amendment.

(2) To effectuate a budget reallocation under this section, the Recipient must make a request in writing to both the CAM and the Grants and Loans Officer. Both the CAM and the Grants and Loans Officer will then approve or disapprove the request in writing; the approval or disapproval is not effective or binding unless signed by both the CAM and the Grants and Loans Officer. Oral communications cannot be used or relied upon. If the request is approved, the CAM shall revise the Budget Attachments to reflect the changes and send them to the Grants and Loans Officer and the Recipient.

(3) Any desired budget reallocations that do not meet the four criteria in this section must be made through a formal amendment.

(4) Attempted budget reallocations that do not meet the requirements of this section are not legally binding upon the parties.

e. Amendments

This Agreement may be amended to make changes, including without limitation, additional funds, additional time, additional or modified tasks, and additional or modified terms.

9. Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

All subcontracts must be submitted to the CAM for review prior to execution, pursuant to the administrative task. For subcontracts that are listed as "to be determined" in the budget, the Recipient must submit the subcontractor's budget information to the CAM, using the budget forms provided, and have an executed subcontract, before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received. If a specific subcontractor was identified in the original grant application and the grant was evaluated based in part on this subcontractor's qualifications, then prior written approval from the CAM is required before substituting a new subcontractor.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Failure to comply with the above requirements may result in the termination of this Agreement.

10. Bonding and Insurance

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

11. Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12. Equipment

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least $5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds. During the agreement period, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

13. *Termination*

This project may be terminated for any reason set forth below.

a. With Cause

In the event of any breach by the Recipient of the conditions set forth in this Agreement, this Agreement may be terminated for cause upon five (5) days written notice to the Recipient, without prejudice to any of the Commission's legal remedies.

b. Without Cause

This Agreement may, at the Commission's option, be terminated without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Recipient by certified mail, return receipt requested. In such event, the Recipient agrees to use all reasonable efforts to mitigate the Recipient's expenses and obligations hereunder. Also in such event, the Commission shall pay the Recipient for all satisfactory work performed and expenses incurred within 30 days after such notice of termination which could not by reasonable efforts of the Recipient have been avoided, but not in excess of the maximum payable under this Agreement.

14. *Stop Work*

The Commission Grants Officer may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.

b. Equitable Adjustment. An equitable adjustment shall be made by Energy Commission based upon a written request by Recipient. Such adjustment request must be made by Recipient within thirty (30) days from the date of the stop work order.

c. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from the Commission Grants Officer.

15. *Travel and Per Diem*

a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commissions Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.

b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned. Travel expenditures not listed in this section cannot be reimbursed.

c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Grants and Loans Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.

e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Energy Commission.

16. Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission;
- The Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

- The Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Commission directs Recipient/subcontractor not to re-perform a task, the Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

17. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed. The Recipient can only bill for actual expenses incurred at the Recipient's actual direct labor rate(s), fringe benefit rate(s), and indirect rate(s), not to exceed the rates specified in the Budget.

a. Payment Requests

The Recipient may request payment from the Commission at any time during the term of this Agreement although it is preferred that payment requests be submitted with the progress reports. The final payment request must be received by the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

<This section will only be included if the grant is to a public entity, if the funds will be passed through to a public entity, or for a block grant program. The Energy Commission is not authorized to advance funds to private entities except as provided in statute.> As a general rule, advance payments are not allowed and are discouraged. The Commission, at its sole discretion, may honor advance payment requests if warranted by **compelling need**. Advance payments shall only be made upon the satisfaction of conditions intended to protect grant funds from loss or misuse, including (1) demonstrating the willingness and ability to maintain procedures to minimize the time elapsing between the receipt of the advanced funds and the Recipient's disbursement of the funds, (2) depositing all advance payments into a separate interest-earning account; (3) reporting interest earned on advance payments to the CAM and remitting quarterly to the Commission's Accounting Office; (4) accounting for the expenditure of all advance payments and returning any unexpended advanced funds within 120 days of the advance or 60 days prior to termination of this Agreement, whichever comes sooner, unless the Commission Grants and Loans Office specifies a different time period; (5) other conditions as specified by the Grants and Loans Office.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form (Exhibit C, Attachment 1). This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.

Additional certification required related to the payment of prevailing wages. Refer to section 27 of these terms and conditions for more information.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A),

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
- The cost pools used to develop the federal rates must be allocable to the Commission Agreement, and the rates must be representative of the portion of costs benefiting the Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Commission Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

g. Retention

It is the Commission's policy to retain 10 percent of any payment request or 10 percent of the total Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller's Office

Payments are made by the State Controller's Office.

18. Fiscal Accounting Requirements

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Commission funds for each project funded by the Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Cost or Match Share

Cost or Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or other parties that will be used in performance of this Agreement.

If the grant Budget includes cost or match share under this Agreement, the Recipient agrees to be liable for the percentage of cost or match share identified in this Agreement of the total allowable project costs incurred even if the project is terminated early or is not funded to its completion.

Total allowable project cost is the sum of the Agreement share and Recipient share of the project costs. *Cost share* percentage is calculated by dividing Recipient cost share amount by the total allowable project cost. *Match share* percentage is calculated by dividing Recipient match share by the Agreement share of the project costs.

Failure to provide the minimum required cost or match share may result in the subsequent recovery of some or all of the funds provided under this Agreement.

The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind services) and provide complete documentation of expenditures as described under "Payment of Funds."

19. *Indemnification*

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20. *Disputes*

In the event of a dispute or grievance between Recipient and the Commission regarding this Agreement, the following two-step procedure shall be followed by both parties. Recipient shall continue with responsibilities under this Agreement during any dispute.

a. Commission Dispute Resolution Level 1

The Recipient shall first discuss the problem informally with the CAM. If the problem cannot be resolved at this stage, the Recipient must direct the grievance together with any evidence, in writing, to the Commission Grants and Loans Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Recipient's position and the remedy sought. The Commission Grants and Loans Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Recipient. The Grants and Loans Officer shall respond in writing to the Recipient, indicating a decision supported by reasons. Should the Recipient disagree with the Grants and Loans Officer decision, the Recipient may appeal to the second level.

b. Commission Dispute Resolution Level 2

The Recipient must prepare a letter indicating why the Grants and Loans Officer's decision is unacceptable, attaching to it the Recipient's original statement of the dispute with supporting documents, along with a copy of the Grants and Loans Officer's response. This letter shall be sent to the Executive Director at the Commission within ten (10) working days from receipt of the Grants and Loans Officer's decision. The Executive Director or designee shall meet with the Recipient to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Recipient within twenty (20) working days of receipt of the Recipient's letter. The Executive Director may exercise the option of presenting the decision to the Commission at a business meeting. Should the Recipient disagree with the Executive Director's decision, the Recipient may appeal to the Commission at a regularly scheduled business meeting. Recipient will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

21. *Workers' Compensation Insurance*

a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

22. *General Provisions*

a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

c. Assignment

Without the written consent of the Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

d. Timeliness

Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Commission of the occurrence of each of the following:

(a) A change of address.

(b) A change in the business name or ownership.

(c) The existence of any litigation or other legal proceeding affecting the project.

(d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.

(e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Commission is not satisfied that the new entity can perform as the original Recipient, the Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Disputes"
- "Termination"
- "Audit"
- "Indemnification"
- "Fiscal Accounting Requirements"

23. *Certifications and Compliance*

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).

(2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- Any available counseling, rehabilitation, and employee assistance programs; and
- Penalties that may be imposed upon employees for drug abuse violations.

(3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:

- Will receive a copy of the company's drug-free policy statement;
- Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of $100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

e. Americans with Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. *Site Visits*

The California Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

25. *Confidentiality*

A. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

B. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Grants Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

C. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

D. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

26. *Budget Contingency Clause*

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

27. *Public Works -- Payment of Prevailing Wages*

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over $1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, **commencing with Section 16000.**

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

<u>NOTE</u>: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this grant, Recipient as a material term of this agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this grant, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and

(iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before the grant agreement from the Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this agreement that excuses the Commission's performance of this grant agreement at the Commission's option, and shall be at Recipient's sole risk. In such a case, Commission may refuse payment to Recipient of any amount under this award and Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this grant award, as a material term of this agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting the award for this grant.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (b) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this grant, and Commission shall be relieved of any obligation to pay said funds.

28. Intellectual Property

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

ELECTRIC POWER RESEARCH INSTITUTE

ELECTRIC POWER RESEARCH INSTITUTE, INC.
SOURCING AGREEMENT

Attachment D

EPRI Vendor Forms

Attachment D to EPRI Sourcing Agreement: EPRI Vendor Forms

(1) EPRI New/Updated Vendor Information Supplement C

(2) Supplement A: Government Funded Work

(3) Prospective Vendor Information Form

(4) W-9

(5) Certification Regarding Debarment, Suspension and Other Responsibility Matters

(6) Certification Regarding Lobbying

(7) EPRI Vendor Payment Automated Clearinghouse and Foreign Wire Form

EPRI New/Updated Vendor Information
Supplement C

Please return this supplement as instructed. Do not attach it to other documentation returned.

Business Name:	City of Santa Clara dba Silicon Valley Power

Financial & Accounting Data

1. Provide a copy of your most current Annual Report or link to the report if posted on the internet.

URL: http://siliconvalleypower.com/index.aspx?page=2024

2. Annual Revenue:

Is your company listed on the NYSE, NASDAQ, or other stock exchange	Listed
	No

	Total	EPRI
Fiscal Year Forecast	$381.2 MM	
Prior Year Actuals	$372.1 MM	
Two Years Ago	$350.1 MM	

3. Annual revenue last FY by Contract Type

	U.S. Government	Commercial	Total
Cost Reimbursement	N/A	N/A	N/A
Time & Materials			$ -
Fixed Price			$ -
Other			$ -
Total	$ -	$ -	$ -

	Yes	No
4. Is the accounting system automated?	x	

If YES, list the name of the software. Oracle

	Yes	No
5. Is there a conventional double entry accounting system with a general ledger and supporting journals? If NO, explain below.	x	
6. Does the project cost report show overruns? If NO, explain below.	x	

7. Explain the source documents utilized in preparing invoices for the performance of the contractual effort.

	Yes	No
8. Are you aware that costs billed EPRI must be incurred and paid prior to billing EPRI?	x	

Labor

1. Who handles the payroll system? Payroll function in Finance Department

2. Payroll period:

Weekly	Bi-weekly	Semi-monthly	Monthly	Other (explain)
	x			

3. When are pay raises normally given? N/A

4. What are the basis of raises? N/A

5. How is the billed labor rate calculated? x Salary divided by 2080 hours, if not explain below

6. Are attendance records/employee hours worked controlled electronically? Yes or manually?

7. Does the timekeeping system account for all hours worked (including unpaid overtime and compensatory time?) If No, explain below.

	Yes	No
7.	x	

8. Do you have written procedures for the control and approval of paid overtime?

	x	
a. Are you aware that paid overtime requires written authorization by EPRI?	N/A	
b. Do you use compensatory time in lieu of payment? Please explain below.	N/A	

N/A

Indirect Rate Data *(Please skip this section if you will NOT be performing work on a cost reimbursement basis.)*

1. Describe your indirect rate structure and allocation base(s). (Example: overhead and direct labor dollars base; G&A and total cost input):

   N/A

2. Explain how indirect expenses are identified and separated from expenses charged directly to a project:

   N/A

3. If EPRI is to receive U.S. Government rates, please provide the following:

   Cognizant U.S. Government Audit Agency: N/A

   Name of Auditor:

   Phone No.: E-mail:

4. List the current provisional rates and the past three years of actual rates that have been incurred.

   Provide URL to rates if posted on Internet: N/A

	Overhead		G&A		Other:	
	Provisional	Actual	Provisional	Actual	Provisional	Actual
Current Year						
Prior Yr: 20__						
2 Yrs: 20__						
Government Rate?						

5. Are you aware the actual indirect rates should be submitted to the EPRI Audit Department within 120 days from the close of your fiscal year or upon final rate determination with the U.S. Government? Yes ☐ No ☐

PROSPECTIVE VENDOR INFORMATION FORM

Supplement A: Government Funded Work

Please complete this supplement if your company is interested in performing research and dvelopment work for EPRI that is funded, in whole or in part, by U.S. federal, state or local government entities (including TVA, BPA and municipal utilities).

1. Company Size (Per Small Business Administration standards, Federal Regulation, Title 13, Part 121)

Small Business		Large Business		N/A

2. Diversification (The business is owned at least 51% by a minority, woman or disabled veteran)

Minority-Owned		Women-Owned		Alaska Native Corporation	
Indian Tribe		Disabled Veteran-Owned		Disabled Veteran Business Enterprise Certified (CA Only)	

N/A

	Yes	No
3. Are you registered at Central Contractor Registration (CCR)? http://www.ccr.gov	X	
* *If you answered NO and any part of funding for the effort are provided under the American Recovery and Reinvestment Act (ARRA), also referred to as the Stimulus Act or the Recovery Act, you must secure a DUNS number and register with the Central Contractor Registration (CCR) site.*		
Please provide your DUNS number here	065242948	
4. Federal Contracting Suspension/Debarment: Is your company or any of its principals debarment, declared ineligible, or voluntarily excluded from covered transactions by any U.S. Government department or agency?		X
5. Contractor certifies funds from EPRI will not be used for lobbying activities and will comply with 10 CFR Part 601, New Restrictions on Lobbying. (Not applicable to foreign entities.)		X
6. Do you have a registered and certified ISO 9000:2000 Quality Assurance Program?		X
7. Do you or your company have a Health & Safety Program?	X	
8. Do you or your company have a Drug Screening Program?	X	
9. Do you or your company perform employee background checks?	X	
10. Do you or your company adhere to a code of ethics?	X	
11. Have you or your company performed work under a U.S. Government funded program?	X	
12. Do you or your company have U.S. Government rates? (If "yes" please provide copies of government rate letters for the past two fiscal years.)		X
13. Do you or your company have a property control system for government property?	N/A	

NV100 01/13R

PROSPECTIVE VENDOR INFORMATION FORM

You are not restricted to the below space and pages. Please add pages or expand lines wherever necessary. This information is considered confidential but may be shared internally at EPRI. To avoid delays in the processing of this form, please complete all applicable items. For questions or to obtain help completing this form, contact vendoradmin@epri.com.

Business Information

1.	Business Name	City of Santa Clara dba Silicon Valley Power
2.	Business Address	1500 Warburton Ave Santa Clara, CA 95050

3. Describe the nature of goods/services provided and country where your goods/services are offered.

Electric Utility / United States

4. Fiscal Year End Date: 6/30
5. Number of Employees: 156
6. Years in Business: 118

	Yes	No
7. Is your organization interested in performing research and development work for EPRI that is funded, in whole or in part, by U.S. federal, state or local government (including TVA, BPA, and municipal utilities)? *If "yes" please click here.*	X	
8. Will work and/or business be conducted either by a non-U.S. entity OR outside the territory of the U.S.? *If "yes" please click here.*		X
9. Does your company have Government rates? If so, please check "Yes" and submit with this form copies of government rate letters for the past two fiscal years.		X

10. Annual revenue last fiscal year (% per category)

	U.S. Government	Commercial	Total
Cost Reimbursement			
Time & Materials	N/A		
Fixed Price			
Other:			
Total (Should Sum to 100%)	0%	0%	0%

Vendor Authorized Representative's Acknowledgement & Signature

By signing below, you acknowledge that the information provided on this form and any attachments/supplements is correct.

Required

Signature Required*		Date	
Print Name		Title	
E-Mail		Phone	

***You may submit this form with a scanned signature, pdf this entire form with the signature, or use an electronic signature. E-mail this completed form to vendoradmin@epri.com or fax to 650-855-1080.**

You may provide any additional information here:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
City of Santa Clara dba Silicon Valley Power

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☒ Other (see instructions) ▶ Government

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
1500 Warburton Ave.

Requester's name and address (optional)

City, state, and ZIP code
Santa Clara, CA 95050

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
94 - 6000426

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶ | Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) 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;

(c) 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 (1)(b) of this certification; and

(d) 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.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: City of Santa Clara

Printed Name and Title of Authorized Representative: _____

_____ _____

SIGNATURE **DATE**

CERTIFICATION REGARDING LOBBYING

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 606 "Government wide Debarment and Suspension (Non-procurement)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when EPRI determines to award the covered transaction.

1. LOBBYING

The undersigned certifies, 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 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

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.

2. ADDITIONAL LOBBYING REPRESENTATION

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.
Check the appropriate block:

The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986? ☐ Yes ☒ No
If you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it ☐ has ☒ has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

3. SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: City of Santa Clara

Printed Name and Title of Authorized Representative: _____

_____ _____
SIGNATURE **DATE**

Research Related	*Goods & Services*
☐ Adv. Coal, Carbon Capture & Storage	☐ Audio - Visual
☐ Advanced Nuclear Technology	☐ Catering
☐ Air Quality	☐ Conference availability
☐ Biotechnology	☐ Consulting Services
☐ Carbon Capture	☐ Education
☐ Chemistry, Low-Level Waste & Rad. Mngmt	☐ Entertainment
☐ Combustion Turbines	☐ Event Planners
☐ Concrete	☐ Facilities
☐ Cross-Cutting Technologies	☐ Hotel/Motel
☒ Distribution	☐ IT products and Services
☐ Emissions, Health and Environment	☐ Maintenance
☒ Energy Efficiency	☐ Medical Supply
☒ Energy Storage	☐ Occupational Health and Safety
☒ Energy Utilization	☐ Office Supplies
☐ Env. Health & Safety Imp of Smart Grid	☐ Software Support & Development
☐ Environmental Aspects of Renewables	☐ Staffing/Temp Services
☐ Environmental Controls	☐ Technical Editing
☐ Equipment Reliability	☐ Tools and Equipment
☐ Fuel Reliability	☐ Transportation
☐ Generation Planning	☐ Other
☒ Global Climate Change	
☐ Grid Operations and Planning	*Business Classification*
☐ Grid Transformation	☐ Small Business
☐ Land and Groundwater	☐ Small Disadvantaged Business
☐ Long-Term Operations	☐ Minority-Owned Business
☐ Low-Dose Radiation	☐ Women-Owned Business
☐ Maj. Component Reliability - Ops & Maint.	☐ Veteran-Owned
☐ Materials - Fossil & Nuclear Gen.	☐ Disabled Vet
☐ Materials - Grid Transformation	☐ 8(a) Firm
☐ Materials Degradation/Aging	☐ HUBZone Business
☐ Near-Zero Emissions	☐ Non Profit
☐ Nondestr. Eval. & Material Characteristics	☐ Alaska Native Corporation
☐ Nuclear Fuel Cycles	☐ Disabled Veteran Bus. Ent. Certified CA
☐ Power Electronics	☐ Indian Tribe
☐ Rare & Endangered Species	☐ Professional Expert.....
☒ Renewables	☐ Valley Small Business
☒ Risk and Safety Management	
☐ Sensors and Operations	
☒ Solar	
☐ Structural Eng./Earthquake	
☐ T&D Environmental issues	
☐ Transmission Lines and Substations	
☐ Used Fuel and High-Level Waste Mgmt	
☐ Water and Ecosystems	
☐ Water Use and Availability	
☐ Other: _____	

EPRI | ELECTRIC POWER RESEARCH INSTITUTE

EPRI Vendor Payment Automated Clearinghouse and Foreign Wire Form

Vendor Information						
Vendor Name:	City of Santa Clara, Silicon Valley Power					
Federal Tax ID or SSN:	946000426					
Vendor Address:	1500 Warburton Avenue					
	City:	Santa Clara	State:	CA	Zip:	95050
	Country (Non-US):					
Vendor Contact						
Name:	Bob Kazlauskas					
Title:	Account Clerk					
Phone:	408-615-6888					
Fax:	408-					
E-Mail:	rkazlauskas@santaclaraca.gov					
Banking Information						
Account Name:	City of Santa Clara					
Banking Institution:	Bank of America					
ABA Routing No.:	121-000-358					
Checking Account No.:	1436380211					
For Non-US Bank Accounts						
IBAN:						
Swift Code & Branch:						
For information, please contact Accounts Payable at 650-855-2395 or epriinvoices@epri.com. Please note that EPRI does not provide e-mail or other notification of payments for ACH or wire transactions.						
Signature:			Date:			
For EPRI use only						
Vendor No.:						

Please return the completed form to epriinvoices@epri.com or fax 650-855-8554.

Accounts Payable
Rev. July 2013

CHARGEPOINT®

MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND CHARGEPOINT, INC., A DELAWARE CORPORATION ("CPI"). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

(a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;

(b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;

(c) Subscriber's use of the APIs as part of the ChargePoint Services;

(d) Each grant of Rights by Subscriber; and

(e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

Exhibit 1:	Flex Billing Terms
Exhibit 2:	API Terms
Exhibit 3:	Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 ***"Affiliate"*** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 *"APIs"* means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 ***"ChargePoint Connections"*** shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 "***ChargePoint®***" means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 ***"ChargePoint Services"*** means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by CPI.

2.6 ***"ChargePoint Application"*** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 "***Charging Station***" means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 "***Content***" means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 ***"CPI Marks"*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 "***CPI Property***" means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 "***Documentation***" means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 ***"Effective Date"*** means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber's first use of the ChargePoint Services.

2.13 "***Intellectual Property Rights***" means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 ***"Malicious Code"*** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 ***"Party"*** means each of CPI and Subscriber.

2.16 "***PII***" means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 ***"Provisioning"*** means activating Charging Stations, warrantees and Service Plans on ChargePoint

2.18 ***"Rights"*** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain

information available therein in the course of providing services to or on behalf of such Rights Grantor in connection with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 ***"Service Plan(s)"*** means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 ***"Subscriber Content and Services"*** means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 ***"Subscriber Marks"*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 ***"Subscription Fees"*** means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 ***"Taxes"*** shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 ***"Token(s)"*** means the serialized proof of purchase of a Service Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.25 ***"User"*** means any person using a Charging Station.

3. <u>AVAILABLE CHARGEPOINT SERVICES & SERVICE PLANS</u>. A description of the various ChargePoint Services and Service Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Service Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Service Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Service Plan and not on actual usage of the Subscription.

4. <u>CPI'S RESPONSIBILITIES AND AGREEMENTS</u>.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy.

4.2 LIMITATIONS ON RESPONSIBLITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by

CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SERVICES FEES AND PAYMENT TERMS.

6.1 SERVICES FEES. Subscriber shall pay all Services Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to CPI do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Service Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next

generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed aggregate Services Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPONT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Service Plans.

9.2 SERVICE PLAN TERM. (a) Each Service Plan acquired by Subscriber shall commence as follows: Each Service Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Renewals of Service Plans will commence on the date of the expiration of the Subscription being renewed. All other Service Plans will commence on the date of activation of such Service Plans, but in no event more than one year after the date the Token(s) necessary for such activation is made available to Subscriber. Each Subscriber Service Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other

proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Service Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Service Plan term in which the termination occurs or any prior Service Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. <u>INDEMNIFICATION</u>. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. <u>GENERAL</u>.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's

continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 ARBITRATION. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs..

11.5 NOTICES. Any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.6 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.7 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.8 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.9 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.10 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Service Plan, the number of Charging Stations for which such Service Plan is ordered, the term of such Service Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.11 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.12 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.13 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.14 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

EXHIBIT 1

FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may charge Users fees for the use of Subscriber's Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI's management, collection and/or processing services related to such fees ("Flex Billing").

1. DEFINITIONS. The following additional defined terms shall apply to these Flex Billing Terms:

1.1 ***"CPI Fees"*** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 ***"Net Session Fees"*** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber's Charging Stations.

1.3 ***"Session"*** or ***"Charging Session"*** means the period of time during which a User uses Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 ***"Session Fees"*** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Services. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars ($50), except in connection with the expiration or termination of this Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Subscriber is responsible for the payment of all Taxes incurred in connection with Session Fees; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply to the API Terms.

1.1 ***"API Implementation"*** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 ***"API Documentation"*** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 ***"CPI Site Terms"*** means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Service Plan subscribers.

2. API USE. Subscriber may use the APIs as and to the extent permitted by Subscriber's Service Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 AVAILABLE APIs AND FUNCTION CALLS. The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Service Plan, and Subscriber's particular Service Plan may not include all APIs and function calls then available from CPI.

2.2 USE AND DISPLAY OF CONTENT. Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying will all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 ***"Rights Grantor"*** means a Subscriber that has granted Rights.

1.2 ***"Rights Grantee"*** means a Subscriber that is granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. TERMS. This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 LIMITED RIGHTS. A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

EBIX Insurance No. _____

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND MJR ELECTRIC

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of _____, 2015, ("Effective Date") by and between MJR Electric. a California corporation, with its principal place of business located at P. O. Box 668, Morgan Hill, CA 95038 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2015.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. 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.

27. 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.

28. 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.

29. NOTICES.

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

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

Name: MJR Electric
Address: P. O. Box 668
Morgan Hill, CA 95038
or by facsimile at (408) 846-6500

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.

30. 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.

31. 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.

32. 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.

33. 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."

34. LIQUIDATED DAMAGES.

It is mutually agreed by Contractor and City that, in the event completion of the Services to be provided by the Contractor under this Agreement is delayed beyond November 30, 2015, 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 November 30, 2015. 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.

35. 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.

36. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

MJR ELECTRIC
a California corporation

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)
Name: _____
Title: _____
Local Address: _____
_____
Email Address: _____
Telephone: ( ) _____
Fax: ( ) _____

"CONTRACTOR"

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MJR ELECTRIC

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, "Indicative Pricing – New EV Charging Stations – Tasman Parking Structure" dated January 29, 2014, MJR Proposal #1897, which is attached to this Exhibit A.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MJR ELECTRIC

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed Two Hundred Thirteen Thousand Seven Hundred Sixty Three dollars ($213,763), subject to budget appropriations.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MJR ELECTRIC

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 Electric Department P.O. 12010-S2 Hemet, CA 92546-8010	or	151 North Lyon Avenue Hemet, CA 92543

Telephone number:	951-766-2280
Fax number:	770-325-0409
Email address:	ctsantaclara@ebix.com

H. QUALIFYING INSURERS

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

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MJR ELECTRIC

EXHIBIT D

PERFORMANCE BOND

This Performance Bond ("Bond"), dated _____, 2015, 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 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 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: _____

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 Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the 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 Contract pursuant to the terms of the Contract; and

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

      a. To Surety in accordance with the terms of this Bond and the Contract; or

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

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

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

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

   1.3 Undertake to perform and complete the Contract by obtaining bids from qualified contractors acceptable to City for a contract for performance and completion of the 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 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

   1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith its monetary

obligation to City under paragraph 6, below, for the performance and completion of the Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. At all times City shall be entitled to enforce any remedy available to City at law or under the 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 Contract. Surety's obligations shall include, but are not limited to:

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

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

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

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

3. Surety hereby waives notice of any change, alteration or addition to the Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to

the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

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

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

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

7. Definitions.

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

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

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

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

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

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

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

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MJR ELECTRIC

EXHIBIT E

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
MJR ELECTRIC

EXHIBIT F

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.

MJR ELECTRIC

a corporation

By: _____
Signature of Authorized Person or Representative

Name: _____

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.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MJR ELECTRIC

EXHIBIT G

MILESTONE SCHEDULE

Broad Schedule, subject to on-time delivery of EV Chargers:

Signing of Contract (Day 1)
Design/Engineering (Week 1-2)
Plan Check and Permit Application (City of Santa Clara and SVP) (Week 3-4)
Project Construction (Week 5-6)
EV Charger Commissioning and Final Sign-off (Week 7)
Project Opens to Public (Week 8)

Meeting Date: 2-24-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 13.C

Date: February 6, 2015

To: City Manager for Council Action

From: Director of Parks & Recreation

Subject: Approval of Agreement with Murray Engineers, Inc. for Geotechnical Engineering and Related Consulting Services in support of the International Swim Center & Community Recreation Center Project in Central Park in the Amount of $80,500.00

EXECUTIVE SUMMARY:

On September 24, 2013, the Santa Clara City Council adopted a two year goal to "Enhance Community Sports and Recreational Assets" including a specific strategic objective to complete a feasibility study of the George F. Haines International Swim Center (ISC). In 2014, the City completed the feasibility study, public opinion research, and conceptual design which included a new Community Recreation Center (CRC) and set an objective to complete the next phase of the project. On November 18, 2014 engaged ELS Architecture & Urban Design (ELS) to complete the schematic design and engineering documents. One of the necessary steps includes completion of comprehensive geotechnical and soils engineering work from a qualified consultant.

The City issued a request for proposals (RFP) in December 2014. Three proposals were received by the deadline from: Cornerstone Earth Group, Murray Engineering, Inc. and AMEC Foster Wheeler. Staff from Public Works Department and Parks & Recreation Department (Department) evaluated the proposals based on several criteria including: technical qualifications and relevant experience; understanding and approach to the project and site; project schedule; proposal quality; and, cost. Based on the factors evaluated and lowest bid submittal, staff recommends award of a contract to Murray Engineering, Inc. for a "not to exceed" amount of $80,500.00 to complete 12 CPT or soil borings, conduct laboratory tests, liquefaction analysis on two parcels in Central Park. The contract includes, if necessary, corrosivity testing, plan review, future construction phase earthwork construction, laboratory time, equipment and technical contingency. Funding for the Contract is available in the Department's Capital Improvement Project (CIP) Budget item #3172.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Award of the contract will provide comprehensive geotechnical engineering services and reports necessary for design of a new ISC & CRC buildings and potential related parking on Kiely Blvd. in Central Park. Murray Engineers, Inc. provides the full expertise and capabilities sought and availability to complete the work within the required timeline. There are no known disadvantages with the proposed Contractor.

ECONOMIC/FISCAL IMPACT:

The total cost for the agreed upon contract project scope of work is a "not to exceed" amount of $80,500. The contract includes contingency for optional services, and future phase scope that may be performed at the City's sole discretion. Funding for this project is available in the Parks & Recreation Department CIP project #3172 (532-1132-80300-3172) International Swim Center.

RECOMMENDATION:

That Council:
1) Approve an agreement with Murray Engineers, Inc. for Geotechnical Engineering and Related Consulting Services in support of the International Swim Center & Community Recreation Center Project in the amount of $80,500; and,
2) Authorize the City Manager to execute all necessary documents and to make minor, non-substantive modifications, as necessary.

James Teixeira
Director of Parks & Recreation

Certified as to Availability of Funds:
532-1132-80300-3172 $80,500.00

for Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:

for Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Agreement for Services with Murray Engineers, Inc.

F:\City of Santa Clara Info\Murray Engineers - ISC CRC GEOTECH 02-24-2015.doc

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND MURRAY ENGINEERS INC.

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of _____, 201__, ("Effective Date") by and between Murray Engineers Inc., a California Corporation, with its principal place of business located at 935 Fremont Avenue, Los Altos, CA 94024 ("Consultant"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Consultant 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 design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and,

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers, and licensed professional land surveyors; and,

C. Consultant represents that it, and its 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,

D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Consultant shall furnish all technical and design professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by 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. Consultant acknowledges that the execution of this Agreement by City is predicated upon representations made by Consultant in that certain document entitled "Proposal to Provide Geotechnical Services International Swim Center Central Park" dated December

17, 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, 2018.

3. CONSULTANT'S SERVICES TO BE APPROVED BY A LICENSED DESIGN PROFESSIONAL.

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. QUALIFICATIONS OF CONSULTANT - STANDARD OF WORKMANSHIP.

Consultant represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

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 Consultant'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 Consultant constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

6. WARRANTY.

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

7. PERFORMANCE OF SERVICES.

Consultant shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Consultant 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 Consultant is for the acts and omissions of persons directly employed by it. Consultant will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. BUSINESS TAX LICENSE REQUIRED

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONSULTANT.

Consultant shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither 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 Consultant shall be and remain liable to City in accordance with applicable law for all damages to City caused by Consultant'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 Consultant shall not in any respect absolve Consultant from the responsibility Consultant has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. COMPENSATION AND PAYMENT.

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and services rendered by Consultant at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Consultant will bill City on a monthly basis for Services provided by Consultant during the preceding month, subject to verification by City. City will pay Consultant within thirty (30) days of City's receipt of invoice.

11. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

12. 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, Consultant shall discontinue further services as of the effective date of termination, and City shall pay Consultant for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subcontractors without express written permission from City.

14. 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.

15. INDEPENDENT CONSULTANT.

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Consultant has full rights, however, to manage its employees in their performance of Services under this Agreement. Consultant is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Consultant have the authority or power to pledge the credit of City or incur any obligation in the name of City. Consultant 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 Consultant under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of 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 Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Consultant 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.

19. 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 Consultant 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, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT.

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 Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

21. CORRECTION OF SERVICES.

Consultant 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 Consultant.

22. FAIR EMPLOYMENT.

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Consultant 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 out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subcontractors, or agents in the performance, or non-performance, of services under this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall purchase and maintain in full force and effect, at no cost to 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.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Consultant. 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.

27. 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.

28. WAIVER.

Consultant 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.

29. NOTICES.

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

City of Santa Clara
Attention: Parks & Recreation
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 615-9719

And to Consultant addressed as follows:

Name: John A. Stillman
Address: 935 Fremont Avenue
Los Altos, CA 94024
or by facsimile at (650) 559 - 9985

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.

30. 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.

31. 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.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant 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.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Consultant shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONSULTANTS 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."

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, Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise 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"

MURRAY ENGINEERS INC.
A CALIFORNIA CORPORATION

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

Name: John A. Stillman

Title: Principal Geotechnical Engineer

Local Address: 935 Fremont Avenue
Los Altos, CA 94024

Email Address: john@murrayengineers.com

Telephone: (650) 599-9980

Fax: (650) 599-9985

"CONSULTANT"

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AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
MURRAY ENGINEERS INC.

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Consultant under this Agreement are more fully described in the Consultant's proposal entitled, "Proposal to Provide Geotechnical Services International Swim Center Central Park" dated December 17, 2014, Chapter 4 – Proposed Scope of Work, and clarifications to the Proposal dated January 29, 2015, which is attached to this Exhibit A and incorporated by this reference.

A. **Initial Services:** Consultant will complete a timely, comprehensive evaluation of the subsurface soil and geological conditions in the area of the proposed improvements and to provide geotechnical conclusions and recommendations relating to the foundation and earthwork components of the proposed International Swim Center at Central Park.

B. **Optional Services:** With authorization from City, the Consultant will provide optional services including the placement of soil from drilling into steel drums for storage, corrosivity testing for the final geotechnical report, and for offsite disposal.

C. **Future Services:** Consultant will provide future services including a) geotechnical review of the architectural, structural, and civil project plans to evaluate conformance with our report recommendations, and b) observation and testing of the earthwork phase of construction to evaluate conformance of the constructed earthwork elements with report recommendations and project plans.

CHAPTER 1 - PROPOSAL SUMMARY

A. Summary

Project Description

The project consists of constructing a new international swim center (ISC) occupying a roughly 6-acre area along the western side of Central Park in Santa Clara. The area of the planned ISC is currently occupied by a roughly 30,000 square-foot recreation center building with a large asphalt parking lot to the north, a smaller parking lot to the west, concrete patio and lawn areas along the south side, and two tennis courts in the northeastern corner. The area is bounded by Kiely Boulevard to the west, grass fields to the north and south, and Saratoga Creek to the east. We understand that the new ISC development will include four new swimming pools (two 50-meter competition pools, one 25-yard square competition/dive pool, and 6,000 square-foot recreation pool) with a surrounding three-level, partially-covered ISC building housing spectator seating for 5,000, locker rooms, an international swimming hall of fame (ISHOF) museum/library, training rooms, offices, and pool equipment/mechanical rooms. The new pools and ISC/ISHOF building will be located in the area of the existing north parking lot and tennis courts, with the easternmost portion adjacent to Saratoga Creek. As a part of the proposed project the existing community recreation center (CRC) will be demolished and a new two-story recreation center with a one-story underground level will be constructed to the south of the proposed ISC/ISHOF buildings. The underground level will encompass a new gymnasium, classroom and office spaces, dressing rooms and the referenced recreational pool. In addition the proposed CRC will include a running track, theater, community hall and a child care facility. Once completed, the two-story facility will total 100,000 square feet. In addition a new 2- to 6-story parking structure will be constructed to the south of the facility and will not exceed approximately 65 feet in height. The layout of the existing and proposed improvements is shown on Figure 1.

CHAPTER 4 - PROPOSED SCOPE OF WORK

INITIAL SERVICES – GEOTECHNICAL INVESTIGATION

Geotechnical Drilling Permit

We will obtain an exploratory drilling permit from the Santa Clara Valley Water District. The permit requires original signatures from the Property Owner/Agent, Client/Agent, Driller/Agent, and consultant. Therefore, to expedite the permitting process, please sign the appropriate portions of the Application to Drill Exploratory Borings, included in Appendix A. We will complete the application and obtain the driller's signature.

Underground Service Alert (USA) & Private Utility Locate

Our proposed boring and cone penetration test (CPT) locations will be marked and we will notify Underground Service Alert (USA) to assist in identifying public and/or private utilities prior to drilling. Please note, however, that USA does not typically locate utilities beyond the street and utility easement, and, therefore, we will need you to mark private utilities at the site or provide us with plans indicating their locations. In addition, we will retain a private utility locator to help reduce the risk of damaging critical underground utilities (such as gas, electric, recycled water lines) during our subsurface exploration. Additionally, we note that the private utility locating will be limited to the immediate vicinity of our borings and CPTs and will not result in the preparation of a site utility plan.

Subsurface Exploration

Our site characterization will involve a subsurface exploration consisting of a total of approximately 17 CPTs or explotatory borings, including at least 12 in the vicinity of the proposed new swimming pools and community recreation center and 5 CPTs or exploratory borings in the area of the proposed parking structure (see revised Figure 1). CPTs will be used to characterize the soil profile to depths of approximately 50 to 70 feet, or refusal by ASTM standards, whichever comes first. In addition, soil borings, if utilized will be drilled with hollow stem augers to depths of approximately 30 to 50 feet in order to collect soil samples for laboratory testing and to more accurately correlate and validate the CPT data.

Field-testing will include standard penetration tests (SPT) and CPT soundings to establish the in situ consistency of the soil. We will also perform pocket penetrometer tests on samples obtained from the borings to establish the unconfined compressive strength, and torvane shear tests to establish the shear strength of the collected soil samples, where applicable. We will record depth to groundwater encountered at each boring/CPT location if present at the time of our subsurface exploration. Recovered soil samples will be retained for visual classification and geotechnical laboratory testing in relation to foundation design.

Laboratory Testing

We will perform a range of laboratory testing to evaluate the engineering properties of the soils encountered. Our laboratory testing will include an evaluation of moisture contents and dry densities (ASTM D2937) on all or most samples; Atterberg Limit tests (ASTM D4318) to evaluate the expansive potential of near surface soils; grain size distributions (ASTM D1140 and D422) to evaluate soil type and for liquefaction potential; consolidation tests (ASTM D2435) to evaluate the potential for differential settlement, shear strength testing to evaluate foundation design; unconfined

compression tests, as necessary; and Resistance (R-Value) testing (Caltrans Test Method 301) for pavement design. We will provide an estimate of infiltration rates for use in bioswale design, based on our subsurface exploration.

Detailed Liquefaction Analysis

As noted above, the site is located in an area mapped as being potentially susceptible to liquefaction. Therefore, for greater understanding of the potential risk associated with liquefaction at the site, we will perform a liquefaction hazard based on the data developed during our evaluation, in general accordance with the State's CDMG Special Publication 117A (CDMG 2008). Our analyses will include an evaluation of the potential for liquefaction at the site and an evaluation of the potential for and approximate magnitude of post-liquefaction induced settlement. Additionally, depending on the severity of post-liquefaction induced settlement, we will provide recommendations to mitigate the potential impact on the proposed improvements.

Office Studies & Report Preparation

We will review the field and laboratory data and perform engineering analyses to evaluate the planned improvements from a geotechnical perspective. Our work product will consist of a report that summarizes our investigation and conclusions, and presents geotechnical recommendations for design of the proposed improvements. Our report will include assessment and analysis of the geologic hazards, seismology, and liquefaction and lateral spreading potential for the site. The report will also provide geotechnical design criteria for the proposed swimming pools and building foundations, and associated building structures (including estimated settlement); seismic coefficients for building design based on State of California standards; pavement design criteria for parking and drive-through areas; slab-on-grade design criteria for walkways and courtyards; site preparation and earthwork recommendations; and site drainage recommendations. We will also provide a general discussion and recommendations on temporary shoring. We will provide site class and spectral accelerations for seismic design based on the 2013 California Building Code. To graphically illustrate the site conditions, a set of figures and attachments will be presented with the report, including a vicinity plan, site plan, local geologic map, local hazard map, boring logs, CPT logs, laboratory test results, the results of our liquefaction-induced settlement analysis, and the results of the site-specific seismic analysis. We will provide six copies of the bound report, and we will provide the complete report in Adobe Acrobat (pdf) format via email for efficient distribution to your design consultants and building contractors.

OPTIONAL SERVICES

Removal of Excess Drill Spoils

If requested, we will place excess soil cuttings from our exploratory borings in sealed 55-gallon steel drums and store them on site. We will collect samples from the drummed cuttings for testing at an outside environmental laboratory, in order to classify the material for removal and disposal. We will subcontract and coordinate with a soil disposal firm to have the drummed cuttings removed from the site and disposed of offsite.

Corrosivity Testing

In order to evaluate the corrosion potential of the near-surface soils at the site, at your option, we will collect at least four discrete samples from the upper 5 feet of our soil borings and perform laboratory corrosivity testing on the samples. The corrosivity testing will be performed by an outside laboratory and include tests for Resistivity, pH level, Chloride, Sulfate, Sulfide, and Redox. The test results will be included in our geotechnical investigation report for the project, or in a supplemental letter, as appropriate.

FUTURE SERVICES

Plan Review

Once the design team has prepared the initial working drawings, we will review the pertinent architectural, structural, civil, and landscape plan sheets for conformance with our report recommendations and prepare a draft plan review letter documenting discrepancies between the plans and our geotechnical recommendations. Subsequently, we will review the final project plans and prepare a final plan review letter indicating the plans are in substantial conformance with our recommendations.

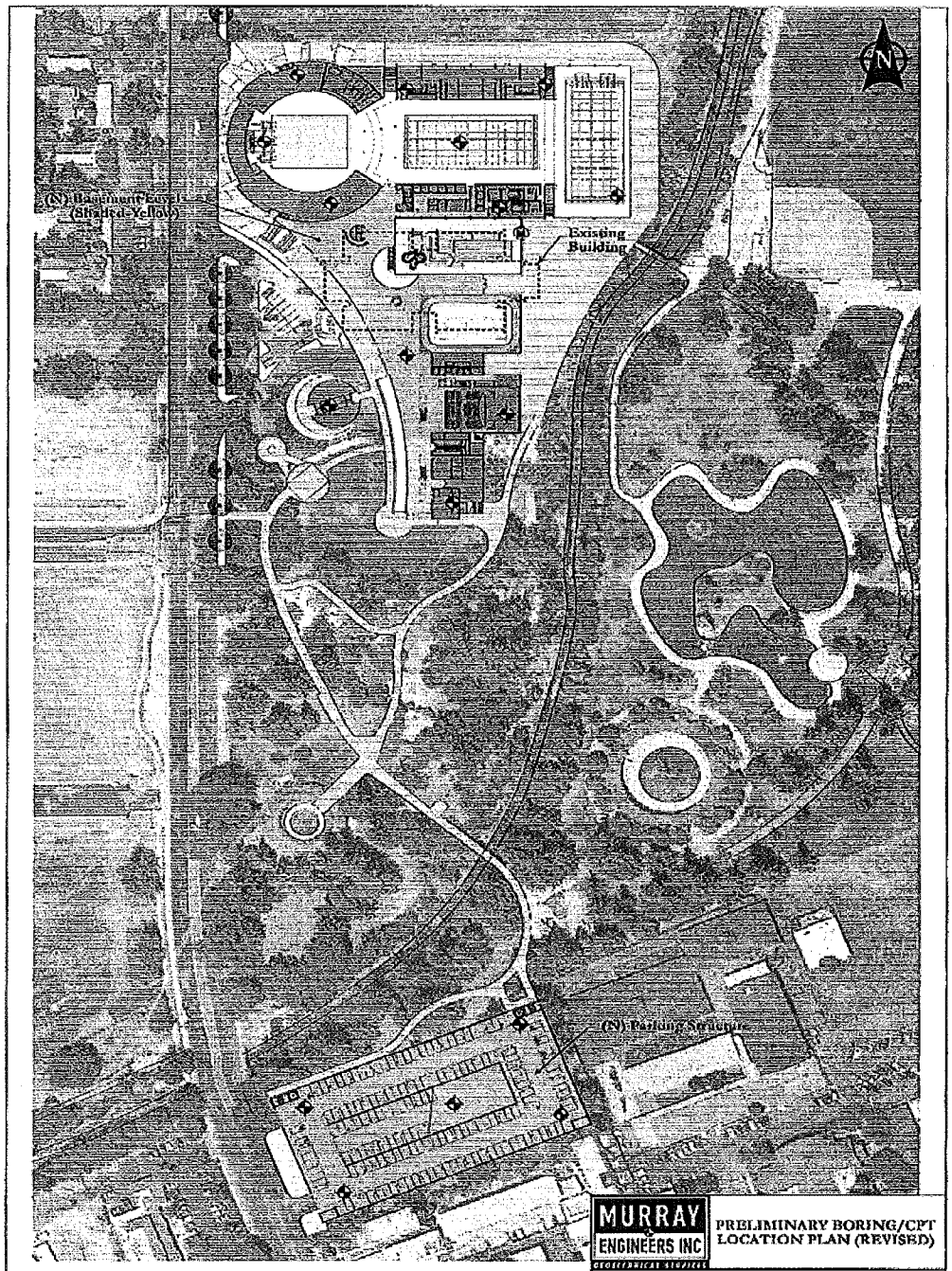
Geotechnical Observation & Testing During Construction

The purpose of our services during construction is to evaluate whether the actual soil conditions are similar to those, encountered during our investigation; to provide the opportunity to modify the design, if variations in conditions are encountered; to evaluate whether the recommendations presented in our report are properly interpreted during construction; and to evaluate whether the earthwork elements are performed in accordance with our geotechnical recommendations. During construction we will provide a representative on an as-needed basis to observe (and test as necessary) critical geotechnical earthwork elements, such as pool and building foundation excavations, site earthwork, and surface and subsurface drainage. Upon completion of the earthwork phase of construction, we will prepare a letter summarizing our field observations and including our opinion as to the compliance of the observed earthwork construction with the project geotechnical recommendations. As specified in Chapter 8 of this proposal, we do not generally provide a fixed-fee estimate for the plan review and construction phase of work because our work is dependent on as-yet undefined scenarios, including the final design and scope of the project, the construction schedule and the efficiency of the contractor and subcontractors. Therefore, we propose these future phases of work be performed on a Time & Expense basis. However, we have provided a preliminary not-to-exceed estimate of these services in Table 1, below, and can refine our estimate once construction documents are finalized.

Project Meetings

We will be available to attend project design team meetings, City Council meetings, and project kick-off or pre-construction meetings, as needed and will bill for these services as Time & Expense.

Proposed Soil Boring Locations



MURRAY ENGINEERS INC
GEOTECHNICAL SERVICES

PRELIMINARY BORING/CPT LOCATION PLAN (REVISED)

INTERNATIONAL SWIM CENTER
CENTRAL PARK
SANTA CLARA, CALIFORNIA

PROPOSAL NO. P5851	JANUARY 2015	FIGURE 1

LEGEND

Approximate Proposed Location of Soil Boring or CPT by Murray Engineers, Inc.
Base: Site Plan by E.L.S. Architecture and Urban Design, dated January 22, 2015
Approximate Scale: 1 inch = 120 feet

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
MURRAY ENGINEERS INC.

EXHIBIT B

SCHEDULE OF FEES

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:

A. **Initial Services.** The proposed work plan includes a Geotechnical Investigation, which includes acquiring a drill permit, USA & private utility location, subsurface exploration (12 CPT or Soil Borings), laboratory testing, detailed liquefaction analysis, office studies, and report preparation that will not exceed nineteen thousand two hundred fifty dollars ($19,250).

   Garage Structure: Drill Permit, USA & Private Utility Locate, Subsurface Exploration (5 CPTs or Soil Borings), Laboratory Testing, Detailed Liquefaction Analysis, Office Studies that will not exceed seven thousand two hundred fifty dollars ($7,250).

B. **Optional Services.** Removal of Excess Drilling Spoils. If service is accepted, Consultant will propose a fee not to exceed five thousand dollars ($5,000) unless given written authorization from the City.

C. **Optional Services.** Corrosivity Testing. If service is accepted, Consultant will propose a fee not to exceed one thousand seven hundred fifty dollars ($1,750).

D. **Required Future Services.** Plan Review. The cost for this time and expense service will not exceed two thousand two hundred fifty dollars ($2,250).

E. **Required Future Services.** Earthwork Construction Services. The cost for this time and expense service will not exceed forty-five thousand dollars ($45,000).

F. **Additional Services.** Any additional services will be proposed to City in writing, in advance and reviewed and authorized at the City's sole discretion. If approved, services will be billed at the hourly consulting rates listed in the billing schedule and/or item fees provided on the next page (2 of 2).

G. **Total Contract "Not to Exceed" Amount.** Any work or proposed fees over the $26,500 initial service fee amount shall be agreed to by City in writing before any such work commences. In no event shall the amount billed to City by Consultant for services under this Agreement exceed eighty thousand five hundred dollars ($80,500), subject to budget appropriations.

BILLING SCHEDULE

(Effective June 1, 2014)*

Hourly Personnel Rates:

Principal Engineer/Principal Geotechnical Engineer	$180
Principal Engineering Geologist	$180
Senior Engineer/Geologist	$150 - $165
Project Engineer / Geologist	$140 - $150
Field Services Manager	$150
Senior Staff Engineer/Geologist	$130 - $150
Staff Engineer / Geologist	$105 - $130
Office Manager	$115
Senior Field Technician	$100 - $110
Field Technician / Lab Technician	$85 - $100
Technical Illustrator	$87
Administrative Assistant	$70 - $80

* **Please note that hourly billing rates are typically adjusted on January 1 & June 1 of each year**

Laboratory Charges:

Moisture Content - ASTM D2216	$20.00/test
Moisture and Density – ASTM D2937	$27.00/test
Atterberg (Liquid & Plastic) Limits - ASTM 4318, Method B, dry prep	$235.00/test
Modified Proctor Compaction - ASTM D1557, 4" Mold	$312.00/test
Modified Proctor Compaction - ASTM D1557, 6" Mold	$375.00/test
#200 Sieve Wash	$90.00/test
Sieve Analysis & #200 Wash	$160.00/test
Sieve & Hydrometer Analysis	$250.00/test
R-Value	$285.00/test

Equipment Charges:

Vehicle Charge	$12/hour
Nuclear Moisture Density Gauge	$10/test
Over Size 24x36 Color Prints	$25/page
Over Size 24x36 Black & White Prints	$5/page
Over Size 24x36 Scanning	$2/page

Outside Charges:

Outside project related expenses such as permits, equipment rental, subcontractors or consultants fees, reproduction, and shipping are billed at cost plus 20 percent.

AGREEMENT FOR DESIGN 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 be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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

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

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

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

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

3. Cancellation.

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

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

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such

coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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 Parks & Recreation 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.

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AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BY AND BETWEEN THE
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MURRAY ENGINEERS INC.

EXHIBIT D

ETHICAL STANDARDS FOR CONSULTANTS 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 Consultant[1] does any of the following:

   a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted[2] of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City consultant 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 Consultant can be imputed to the Consultant when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Consultant, with the Consultant's knowledge, approval or acquiescence, the Consultant's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Consultant no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Consultant 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, Consultant'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] Consultant becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Consultant.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Consultant" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Consultant" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

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

MURRAY ENGINEERS INC.
A California Corporation

By: John A. Stillman
Signature of Authorized Person or Representative

Name: JOHN STILLMAN

Title: PRINCIPAL GEOTECHNICAL ENGINEER

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**

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

State of California)
County of Santa Clara)

On Feb. 24, 2015 before me, D. Vargas, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared John Stillman
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.

NCC1 D. VARGAS NCC1
Commission No. 2042505
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires SEPTEMBER 22, 2017

Signature D. Vargas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Agreement, Exhibit E Document Date: —
Number of Pages: 27 Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: Signer Is Representing:

Signer's Name: ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: Signer Is Representing:

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EXHIBIT F

MILESTONE SCHEDULE

Chapter 5 of Proposal.

CHAPTER 5 - PROJECT SCHEDULE

We will submit the drilling permit and schedule the CPT/drilling subcontractors immediately upon receiving your authorization to proceed, and anticipate that the CPTs and borings could be completed within approximately 2 weeks following receipt of written authorization. We anticipate our initial scope of services, including our report, can be completed approximately 4 to 5 weeks after the completion of our subsurface exploration. If requested, preliminary design information can be made available to you and your design consultants following the completion of our laboratory testing and liquefaction/settlement analyses, approximately 2 weeks after completion of our subsurface exploration.

2-24-15

17.B

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, March 10, 2015,** 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 representatives: 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(d)(1)
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

Date: February 19, 2015

RICHARD E. NOSKY, JR.
City Attorney

I:\COUNCIL\CLOSED SESSION AND SPECIAL MEETINGS\2015\03-10-15 Request City Labor & Exist Lit.doc