



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.

June 23, 2015

SPECIAL ANNOUNCEMENTS

Ensure Bookmark is Entered
(Insert > Bookmark)

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)

6:00 pm

Closed Session

Council Conference Room

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

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Unit #9B - Unclassified Fire Management Employees
Unit #10 - PSNSEA (Public Safety Non-Sworn Employees
Association)

and

Conference with Real Property Negotiator
Pursuant to Government Code Section 54956.8
Property: APN 220-05-073, APN 303-04-059, APN 293-12-
001,

APN 216-20-032, APN 101-22-084

City/Authority Negotiator: Julio J. Fuentes, City
Manager/Executive Director (or designee)

Negotiating Party: Image Real Estate; Alain Pinel Realtors;
MRL Group, Inc.; KW Bay Area Estates; Intero Real Estate

Under Negotiation: Purchase/Sale/Exchange/Lease of Real
Property

(provisions, price and terms of payment)

and

Public Employee Performance Evaluation
Pursuant to Government Code section 54957

Title: City Manager

and

Public Employee Performance Evaluation
Pursuant to Government Code section 54957

Title: City Attorney

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

1. PLEDGE OF ALLEGIANCE AND STATEMENT OF VALUES:

2. ROLL CALL:

A. Council Member Gillmor: Request to be excused.

3. APPROVAL OF MINUTES:

A. June 2, 2015, Special Meeting.

4. CONTINUANCE/EXCEPTIONS:

5. SPECIAL ORDER OF BUSINESS:

- A. Presentation of the City of Santa Clara Silicon Valley Power 2015 Scholarship Awards.
- B. Presentation of the International Institute of Municipal Clerks 2015 Program Excellence in Governance Award for the City's 2014 Program to Increase Community Engagement in the Process of Governance.
- C. Recognition of outgoing Commissioners.
- D. Promotion of the Silicon Valley BBQ Championships to be held in Central Park on June 26-27, 2015.

6. UNFINISHED BUSINESS:

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

7. CONSENT CALENDAR:

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

A. Departmental Reports

- 1. Acceptance of the Monthly Financial Status Reports for April 2015.
- 2. Acceptance of the Santa Clara Chamber of Commerce and Convention-Visitors Bureau (SCCC-CVB) Tourism Improvement District Annual Report for Fiscal Year 2014-15.
- 3. Approval of the use of City Electric forces for the installation of facilities at 3303 Scott Boulevard, 3379 Benton Street and 335 Brokaw Road.
- 4. Approval of the revised job description for Assistant Fire Marshal.
- 5. Approval of the revised job description for City Planner and job title change to Planning Manager.
- 6. Approval of plans and specifications for the Removal of Barriers to the Physically Challenged Fiscal Year 2015-16 and authorization to make minor modifications, if necessary and advertise for bids (CE 15-16-01).
- 7. Approval of the Public Benefits Program Proposal for Fiscal Year 2015-2016 through 2019-2020, in an amount not to exceed

\$12,004,500 for Fiscal Year 2015-2016 and authorization to make programmatic changes as necessary.

8. Note and file the Departmental Activity Report for April 2015.
9. Set July 14, 2015 for a Public Hearing for an appeal of the Planning Commission's action for the development proposal at 3772 Carlyse Avenue [PLN2014-10538 / PLN2015-10906].
10. Approval to execute the attestation related to the City's Power Source Disclosure Report to the California Energy Commission for 2014.
11. Approval for the renewal of the Earthquake and Flood Insurance with Empire Indemnity Insurance Company for the Grizzly Hydroelectric Plant for the period of July 1, 2015 to July 1, 2016 and authorization for payment of the insurance premium to Alliant Insurance Services in the amount of \$66,661.
12. Approval of the renewal of Property and Equipment Breakdown Insurance with select providers for the period of July 1, 2015 to July 1, 2016 and for payment of insurance premiums to Alliant Insurance as follows: for the City of Santa Clara and Authorities of the City in the amount of \$403,867; for Silicon Valley Power in the amount of \$195,361; for the Donald Von Raesfeld (DVR) Plant with Zurich America Insurance Company in the amount of \$207,953; and Excess Liability Insurance in the amount of \$348,965.
13. Approval of the renewal of General and Excess Liability Insurance with Navigators Specialty Insurance Company for the period of July 1, 2015 to July 1, 2016 for the Convention Center Maintenance District #183 Parking Garage and Common Areas and authorization for payment of insurance premiums to Alliant Insurance Services in the amount of \$29,741.
14. Adoption of a Resolution approving the Water Supply Assessment for the City Place mixed-use development generally located north of Tasman Drive, east of Great America Parkway, west of the Guadalupe River and south of State Route 237.

B. Agreements

1. Approval of Amendment No. 1 to the Agreement with Santa Clara Methodist Retirement Foundation to complete the water pump replacement at Liberty Tower, 890 Main Street.
2. Approval of Amendment No. 2 to the Professional Services Agreement with Keyser Marston Associates, Inc., increasing the total not to exceed amount of \$450,000, for fiscal and economic analysis services related to the City Place Santa Clara Project.
3. Approval of a Call Agreement and Call No.15-1 for Professional Services with JACO Environmental, in an amount not to exceed \$48,350.40, for the recycling of old and inefficient refrigerators and freezers.
4. Approval of Call No. 15-2 for Professional Services with Schweitzer Engineering Laboratories, Inc. in an amount not to exceed \$156,550, to provide wide area communications and transformer monitoring for

- the Phase Shifting Transformer.
5. Approval of Amendment No. 1 to the Agreement for the Performance of Services with ENOSERVE, a Division of Doble, in an amount not to exceed \$22,484 for a total not to exceed amount of \$69,404, for power system relay testing and reporting software.
 6. Approval of Amendment No. 1 to the Agreement for the Performance of Services with Environmental Systems Corporation in an amount not to exceed \$24,600 for a total not to exceed amount of \$77,100, to provide software support for the Continuous Emission Monitoring System at the Donald Von Raesfeld (DVR) Power Plant and the Santa Clara Cogeneration Power Plants.
 7. Approval of an Agreement for the Performance of Services with NBS Government Finance Group in an amount not to exceed \$63,870 (\$40,130 in Fiscal Year 2015-16) for consulting services to complete a Cost Allocation Plan (CAP) and User Fee Study.
 8. Approval of an Agreement for the Performance of Services with Shums Coda Associates, Inc., for a total not to exceed amount of \$300,000 for temporary inspection and permit staff and plan review services and authorization to transfer the funds to cover the cost.
 9. Approval of a two-year Revenue Agreement with the County of Santa Clara through the Behavioral Health Services Department, in the amount of \$220,000, to provide case management services to the chronically homeless in the City and authorization to execute all related documents.
 10. Adoption of a Resolution which approves California Department of Alcoholic Beverage Control (ABC) Standard Agreement Number 15G-LA40 authorizing a grant in the amount of \$92,230, to fund Police Department initiatives to curb alcohol-related challenges in the community, approval to appropriate the grant and authorization to transmit a letter of appreciation.
 11. Approval of an Agreement for the Performance of Services with Graham Contractors, Inc., in an amount not to exceed \$725,431, for the 2015-16 Annual Various Streets Surface Reseal Project and authorization to execute change orders up to approximately 10% of the Agreement, or \$72,543, for a total not to exceed amount of \$797,974.
 12. Approval of Amendment No. 1 to the Agreement for the Performance of Services with Flagship Facility Services, Inc., in an amount not to exceed \$1,912,618.17, for janitorial services to City facilities for an additional 3-year term resulting in a total not to exceed amount of the Agreement for \$3,412,618.17 ending Fiscal Year 2017-18 subject to budget appropriations and authorization to make minor, non-substantive modification to the Amendment, if necessary and execute the use of contingency amounts not to exceed \$30,359.02 per year as required.
 13. Approval of a Call Agreement and Call No.15-1 for Professional Services with Energy & Resource Solutions, Inc., in an amount not to exceed \$1,110,333 in Fiscal Year 2015-16 and \$1,145,333 in

future appropriations for a total of \$2,255,666 over the two year period for management and administration of Business Energy Efficiency Public Benefit programs during Fiscal Year 2015-2016 and 2016-2017.

14. Approval of an Agreement for the Performance of Services with Intertie Energy Market Solutions, LLC, in an amount not to exceed \$234,300 for front, middle and back office system reporting support for the Electric Power Trading Division.
15. Approval of a Professional Services Agreement (the Bay Area Municipal Transmission [BAMx] Service Agreement) between Northern California Power Agency (NCPA) and the Cities of Alameda, Palo Alto and the Port of Oakland, in an amount not to exceed \$525,821 for transmission services, subject to final review and approval by the City Attorney's Office.
16. Approval of an Agreement for the Performance of Services with Western Contract Interiors, in the amount of \$63,674, for the purchase and installation of a cubicle system for the Traffic Engineering Division relocation and make minor, non-substantive modification changes to the Agreement, if necessary.
17. Approval of a Power Purchase and Sale Agreement with Graphic Packaging International, Inc., in substantially the form presented, subject to final review and approval by the City Attorney's office, to purchase electrical power per agreed upon price and terms.
18. Approval of the First Amendment to Loan Agreement with Santa Clara Senior Homes LLC to facilitate the transfer of the property located at 2193 Homestead Road from Senior Housing Solutions, formerly known as Project Match Inc.; approval of the Assignment and Assumption Agreement with the City of Santa Clara acting as the Successor Agency to the Redevelopment Agency (Successor Agency), Senior Housing Solutions and Santa Clara Senior Homes LLC to reassign the Successor Agency loan in the amount of \$144,126; approval of the Assignment and Assumption Agreement with the Senior Housing Solutions and Santa Clara Homes LLC to reassign the Home Investment Partnerships Act (HOME) loan in the amount of \$113,280; and authorization for expenditure of funds in the amount of \$20,000.

C. Reports for Information and Possible Action

D. Minutes to Note and File

1. Planning Commission - April 8, 2015.
2. Planning Commission - May 20, 2015.
3. Historical and Landmarks Commission - May 7, 2015.
4. Cultural Commission - May 4, 2015.

E. Routine Written Petitions for Approval

1. Sanjeev Archarya of SiliconSage Builders: Request for a two-year

Special Permit from June 24, 2015 through June 24, 2017 to allow a temporary relocation of a Sprint cellular antenna from the rooftop of the building located at 1313 Franklin Street to the rear of the building located at 1356 Franklin Street. Staff recommendation: Approval subject to conditions (PLN2015-10962).

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. 820 Civic Center Drive:** Adoption of Resolutions approving the rezone from ML-Light Industrial to PD-Planned Development and a Tentative Parcel Map for a four-unit Planned Development Project (PLN 2014-10615).

9. BOARDS AND COMMISSIONS FOR ACTION:

10. CONSENT ITEMS PULLED FOR DISCUSSION:

11. PUBLIC PRESENTATIONS:

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

12. REPORTS FOR COUNCIL ACTION:

- A.** Informational Memo: Inclusionary Housing/*California Building Industry Association vs. City of San Jose*.
- B.** Approval of an Agreement for Artist Services with Linda Serrao in a not to exceed amount of \$100,000 for SB 50 Commemorative Sculpture as a locally sponsored event for Super Bowl 50.
- C.** Approval of a Law Enforcement Services Agreement with the Santa Clara Stadium Authority and the City of Gilroy regarding Special Law Enforcement Units and Police Officers for Super Bowl 50 related events and authorization to execute similar agreements in substantially the same form and content with other jurisdictions as necessary.
- D.** Approve the transfer of Redevelopment Agency dissolution proceeds received by the City to the Working Capital Reserve, in the amount of \$2,211,211.27.

- E. Approval of an Agreement and Covenant Running with the Land with the Santa Clara Stadium Authority and Forty Niners SC Stadium Company, LLC to retain and maintain bollards and decorative concrete along the Tasman Drive property frontage at 4900 Marie P. DeBartolo Way and authorization to record the Agreement (APN 104-43-055; SC 18,754).
- F. Approval of Amendment No. 1 to the Agreement for the Performance of Services with DTZ (formerly Cassidy Turley Property Management San Francisco, Inc.) in an amount not to exceed \$30,000, for daily ongoing property management services at the Santa Clara Convention Center Complex (Maintenance District No.183) for the six month extension ending on December 31, 2015.

13. BILLS AND CLAIMS/PROGRESS PAYMENTS:

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

14. REPORTS OF COUNCILORS AND SPECIAL COUNCIL COMMITTEES:

- A. Reports regarding conference attendance, if any.

15. CITY MANAGER REPORTS:

16. CLOSED SESSION MATTERS:

- A. City Attorney Reports:
- B. Set July 7, 2015 at 6:00 pm 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 a 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.

17. ADJOURNMENT:

- A. To Tuesday evening, **July 7, 2015**, at 7:00 pm for the regular scheduled

meeting in the City Hall Council Chambers.

62315

CLOSED SESSION NOTICE

City of Santa Clara, California

6:00pm



The **CITY COUNCIL OF THE CITY OF SANTA CLARA** will meet in closed session on **Tuesday, June 23, 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 REAL PROPERTY NEGOTIATOR

Pursuant to Gov. Code § 54956.8

Property: APN 220-05-073; APN 303-04-059; APN 293-12-001; APN 216-20-032; APN 101-22-084

City/Authority Negotiator: Julio J. Fuentes, City Manager/Executive Director (or designee)

Negotiating Party: Image Real Estate; Alain Pinel Realtors; MRL Group, Inc.; KW Bay Area Estates; Intero Real Estate

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Gov. Code § 54957

Title: City Manager

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Gov. Code § 54957

Title: City Attorney

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: June 19, 2015

RICHARD E. NOSKY, JR.

City Attorney

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, June 23, 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: June 19, 2015

A handwritten signature in black ink, appearing to read "R. Nosky".

RICHARD E. NOSKY, JR.
Successor Agency Counsel

Meeting Date: 6/23/15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 2A



Date: June 19, 2015
To: Mayor and City Council for Action
From: Executive Assistant to Mayor & City Council
Subject: Request for Excused Absence

EXECUTIVE SUMMARY:

Please be advised that Council Member Lisa Gillmor is unable to attend the June 23, 2015 City Council meeting and is requesting that the City Council excuse her absence.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The June 23, 2015 City Council meeting will be conducted without a full Council.

ECONOMIC/FISCAL IMPACT:

None.

RECOMMENDATION:

That the Council excuse Council Member Lisa Gillmor from attendance at the June 23, 2015 City Council meeting.

Jashma Kadam
Executive Assistant to Mayor and City Council

**MINUTES OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA
FOR SPECIAL MEETING HELD ON TUESDAY EVENING, JUNE 2, 2015**

The City Council of the City of Santa Clara met at 5:00 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 (participated remotely from the Fairfield Inn, 900 24th Avenue, S.W., Minot, North Dakota 58702), Jerry Marsalli and Teresa O'Neill and Mayor Jamie L. Matthews.

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

- 3.B With no public input, the Council then met for a **Closed Session** in the Council Conference Room (Council Member Kolstad participated remotely from the Fairfield Inn, 900 24th Avenue, S.W., Minot, North Dakota 58702) for a Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(d)(2) - Exposure to litigation, Number of potential cases: 1. FACTS AND CIRCUMSTANCES: Pursuant to Government Code Section 54956.9(e)(2), 1. Financial support and management of Santa Clara Convention Center; 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; Governing Board of the Successor Agency to the City of Santa Clara Redevelopment Agency Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(d)(2) - Exposure to litigation, Number of potential cases: 1. FACTS AND CIRCUMSTANCES: Pursuant to Government Code Section 54956.9(e)(2), 1. Financial support and management of Santa Clara Convention Center 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 - 05/29/15).

The Council reconvened in the City Hall Council Chambers (Council Member Gillmor was not present) and the City Attorney reported that regarding the City Manager's previously issued written Notice of Termination to the City of Santa Clara Chamber of Commerce regarding its role in the management of the Santa Clara Convention Center, the Council voted unanimously to suspend the termination notice and authorized booking Convention Center events from April 19, 2015 through June 30, 2016.

MOTION was made by Caserta, seconded and unanimously carried (Gillmor absent), that there being no further business, the meeting was adjourned at 5:55 pm to Tuesday evening, June 16, 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

Meeting Date: 6/23/15

AGENDA REPORT

Agenda Item # 5A

City of Santa Clara, California



Date: June 1, 2015
To: City Manager for Council Information
From: Director of Electric Utility
Subject: Presentation of City of Santa Clara/Silicon Valley Power Scholarship Awards

In November, 2005, Council approved the implementation of a program called the "City of Santa Clara Silicon Valley Power Scholarship Program." The program was designed to provide tuition and technical grants and an internship to students with a goal of entering a field related to energy services, public power, and/or the power industry. To qualify, a student must be a resident of Santa Clara. Course work must be taken at an accredited two- or four-year college or university, or at a technical school that is fully licensed or accredited by an agency recognized by the U.S. Department of Education. Applicants are evaluated by members of the local academic and business community on various criteria, including academic achievements, community involvement and artistic or athletic achievements. Since its inception, 46 students have participated in the Scholarship/Technical Grant Program. Including this year's recipients, a total of \$162,000 has been awarded in scholarship/grant funds.

Since the program has been in existence for ten (10) years, staff is in the process of reviewing the scholarship and technical grant programs to see if they can be improved. Factors such as the number of applications received, timing of the application process and how to better reach appropriate applicants are being considered. Ideas are being discussed with education professionals, marketing and communications professionals and others to evaluate and improve the programs. Staff is hoping to implement these improvements with the next academic year process starting Fall, 2015.

For 2015, evaluators selected from local post-graduate institutions awarded \$5,000 scholarships to three (3) deserving students for their university education:

- Manpreet Kaur, currently enrolled and a continuing student at Santa Clara University.
- Shravan Sundaram, recently graduated from Cupertino High School and planning to attend Georgia Institute of Technology in the fall
- Michelle Vo, recently graduated from Santa Clara High School and planning to attend UCLA in the fall.

All of these students demonstrated an interest in pursuing a degree or professional development in a field related to energy services, public power, and/or the power industry, and also provided impressive portfolios of academic accomplishment and glowing support by their schools and community members.

The Mayor, City Manager and Director of Electric Utility will be making an award presentation to these recipients at the June 23, 2015 City Council meeting.



John C. Roukema
Director of Electric Utility

APPROVED:


Julio J. Fuentes
City Manager

Documents related to this report: None

Meeting Date: 6-22-15

AGENDA REPORT

Agenda Item # 5B

City of Santa Clara, California



Date: June 8, 2015
To: City Council for Information
From: City Manager
Subject: Special Order of Business – International Institute of Municipal Clerks, 2015 Program Excellence in Governance Award

On May 19, 2015 the City of Santa Clara was presented the 2015 Program Excellence in Governance Award for its 2014 Program to Increase Community Engagement in the Process of Governance. This is the top technical award offered by the International Institute of Municipal Clerks.

The 2014 Program to Increase Community Engagement in the Process of Governance was created in support of the City Council's Strategic Objectives on that subject, and implemented in partnership with the community, Mayor and Council, City Manager's Office and City Clerk's Office. The program yielded significant benefits including increased voter registration, enhanced recruitment for boards and commissions, and numerous foundational elements for future community engagement efforts.

For more information regarding this program or the City's ongoing efforts to increase community and voter engagement, please contact the City Clerk's Office.

Julio J. Fuentes
City Manager

Documents Related to this Report: Picture of Program Excellence in Governance Award



2015

**Program Excellence In Governance Award
Increasing Community Engagement in
the Process of Governance**

**International Institute of
Municipal Clerks**

**Santa Clara
California**



Meeting Date: 6/23/15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 5C



Date: June 9, 2015

To: City Manager for Council Information

From: City Clerk/Auditor

Subject: Special Order of Business for Recognition of Outgoing Commissioners

As a Special Order of Business on June 23, 2015, the Mayor, on behalf of the City Council, will recognize the following Commissioners for their years of service:

<u>Board/Commissions/Committee</u>	<u>Member</u>	<u>Term Years</u>
Civil Service Commission	Andrew Kristalyn	2007-2015
	Fran A. Palacio	2007-2015
Cultural Commission	Kent Neal	2012-2015
	Barbara Stahl	2007-2015
Historical and Landmarks Commission	Gerald "Jerry" McKee	2004-2015
Parks & Recreation Commission	Michael E. O'Halloran	2010-2015
Planning Commission	Ian Champeny	2005-2015
	Keith Stattenfield	2007-2015
Senior Advisory Commission	Frank E. Kadlecek	2007-2015

Rod Diridon, Jr.
City Clerk/Auditor

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
None

Meeting Date: 6-23-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # SD



Date: June 2, 2015

To: City Manager for Council Information

From: Director of Parks & Recreation

Subject: Special Order of Business: Promotion of the Silicon Valley BBQ Championships held in Central Park on June 26-27, 2015

Steve Rainbolt, President of Santa Clara Rotary, will promote the Silicon Valley BBQ Championships to be held in Central Park on June 26-27, 2015.

James Teixeira
Director of Parks & Recreation

APPROVED:

for Julio J. Fuentes
City Manager

Meeting Date: 6-23-15

AGENDA REPORT

Agenda Item # 7A.1

City of Santa Clara, California



Date: June 9, 2015
To: City Manager for Council Action
From: Director of Finance/Assistant City Manager
Subject: Acceptance of the Monthly Financial Status Reports for April 2015

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 April 2015 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 April 2015 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 April 2015*



City of Santa Clara

The Center of What's Possible

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

April 2015

CITY OF SANTA CLARA

MONTHLY FINANCIAL STATUS REPORTS

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**CITY OF SANTA CLARA
OPERATING FUNDS
SUMMARY OF REVENUES AND EXPENDITURES
as of April 30, 2015**

Fund Description	Fund #	EXPENDITURES			REVENUES		
		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	\$ 169,233,741	\$ 131,183,443	\$ 38,050,298	\$ 169,233,741	\$ 151,581,228	\$ 17,652,513
Downtown Parking Mtce.	025	191,846	93,461	98,385	191,846	185,441	6,405
Convention Center Mtce.	026	1,375,711	1,029,166	346,545	1,375,711	1,313,883	61,828
Public Facilities Corp. Debt	431	2,505,934	2,501,455	4,479	2,505,934	2,506,040	(106)
Vehicle Equipment	050	5,990,492	3,349,153	2,641,339	5,990,492	5,871,305	119,187
Automotive Services	053	4,205,645	3,260,176	945,469	4,205,645	3,512,298	693,347
Senior Nutrition Program	111	169,478	126,493	42,985	169,478	73,456	96,022
Communications Tech. Srv.	047	66,894	19,523	47,371	66,894	66,894	-
Communications Equip.	048	463,919	112,090	351,829	463,919	386,599	77,320
Electric Utility Funds	091/191	342,749,773	261,083,638	81,666,135	342,749,773	287,218,227	55,531,546
Electric Utility Debt	491	15,022,394	14,158,943	863,451	15,022,394	15,022,297	97
Water Utility Fund	092	34,094,197	22,954,531	11,139,666	34,094,197	25,438,909	8,655,288
Sewer Utility Fund	094	18,775,471	16,136,268	2,639,203	18,775,471	13,972,704	4,802,767
Cemetery	093	851,186	690,467	160,719	851,186	688,393	162,793
Solid Waste Utility Fund	096	19,326,516	14,534,618	4,791,898	19,326,516	16,454,359	2,872,157
Water Recycling Program	097	3,033,501	2,394,737	638,764	3,033,501	2,721,094	312,407
Sewer Utility-Debt Services	494	1,140,000	-	1,140,000	1,140,000	1,140,000	-
TOTAL		\$ 619,196,698	\$ 473,628,162	\$ 145,568,536	\$ 619,196,698	\$ 528,153,127	\$ 91,043,571

(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 April 30, 2015**

Fund Description	Fund #	EXPENDITURES			REVENUES		
		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	\$ 478,238	\$ 938,230	\$ 1,416,468	\$ 1,420,344	\$ (3,876)
Parks & Recreation	532	4,136,769	1,151,530	2,985,239	4,136,769	6,819,859	(2,683,090)
Streets & Highways	533	9,964,392	4,234,637	5,729,755	9,964,392	7,143,639	2,820,753
Section 2105 Gas Tax	521	1,147,991	710,157	437,834	1,147,991	1,353,818	(205,827)
Major City Streets	522	2,939,941	296,128	2,643,813	2,939,941	3,102,976	(163,035)
Section 2103 Gas Tax	523	2,364,436	-	2,364,436	2,364,436	3,150,575	(786,139)
Select City Streets	524	1,360,300	162,441	1,197,859	1,360,300	1,477,608	(117,308)
Traffic Mitigation	525	14,877,307	730,871	14,146,436	14,877,307	10,824,829	4,052,478
Street Lighting	534	8,926,154	1,453,160	7,472,994	8,926,154	8,718,507	207,647
Storm Drain	535	3,911,572	1,719,050	2,192,522	3,911,572	3,895,632	15,940
Fire	536	570,254	284,972	285,282	570,254	570,254	-
Library	537	972,430	447,537	524,893	972,430	972,430	-
Public Buildings	538	1,995,698	680,715	1,314,983	1,995,698	1,995,698	-
General Govmnt - Other	539	11,004,965	1,552,393	9,452,572	11,004,965	10,420,336	584,629
Community Services	562	4,250,385	1,075,586	3,174,799	4,250,385	938,120	3,312,265
Electric Utility	591	115,991,324	39,371,213	76,620,111	115,991,324	116,667,085	(675,761)
Water Utility	592	14,119,004	5,009,260	9,109,744	14,119,004	14,081,684	37,320
Cemetery	593	97,822	388	97,434	97,822	97,822	-
Sewer Utility	594	45,835,996	11,133,962	34,702,034	45,835,996	41,842,576	3,993,420
Solid Waste Utility	596	703,169	272,580	430,589	703,169	699,014	4,155
Water Recycling Prgm.	597	572,094	202,515	369,579	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		\$ 249,210,891	\$ 70,967,333	\$ 178,243,558	\$ 249,210,891	\$ 238,817,320	\$ 10,393,571

(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 April 30, 2015**

TOTAL - ALL FUNDS CASH POSITION

Cash - Active	\$ 102,198,057
Savings & Investments	<u>558,745,041</u>
 TOTAL	 <u><u>\$ 660,943,098</u></u>

DETAIL OF SELECTED FUND CASH BALANCES:

	<u>ELECTRIC</u>	<u>WATER</u>	<u>SEWER</u>	<u>SELECTED CONTINGENCY RESERVE</u>
Operating Cash	\$ 77,676,284	\$ 11,035,942	\$ 16,343,734	
Construction Cash	84,517,219	11,922,699	36,596,278	
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	50,258,577			
DVR Power Plant Contracts Reserve	5,078,163			
Working Capital Reserve				\$ 27,603,742
Capital Projects Reserve				7,639,115
Building Inspection Reserve				5,405,269
Land Sale Reserve				79,411,212
TOTALS	<u><u>\$ 248,256,406</u></u>	<u><u>\$ 23,294,856</u></u>	<u><u>\$ 54,447,565</u></u>	<u><u>\$ 120,059,338</u></u>

**CITY OF SANTA CLARA
SUMMARY OF PORTFOLIO**

All securities held by the City of Santa Clara as of April 30, 2015 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 April 30, 2015.

	BOOK VALUE	PERCENTAGE
City	\$504,687,698	97.50%
SA	11,665,452	2.25%
SOSA	334,733	0.07%
HA	942,789	0.18%
Unrestricted	\$517,630,672	100.00%
Restricted Bond Proceeds	41,114,369	
Total	\$558,745,041	

Not shown above are the Stadium Authority funds held in separate bank accounts totaling \$659,589 on April 30, 2015.

On April 30, 2015 the principal cost and market value of the City's unrestricted pooled cash portfolio were \$517,630,672 and \$517,636,728 respectively. In addition, the accrued interest was \$1,007,937.

Investment Strategy and Market Update

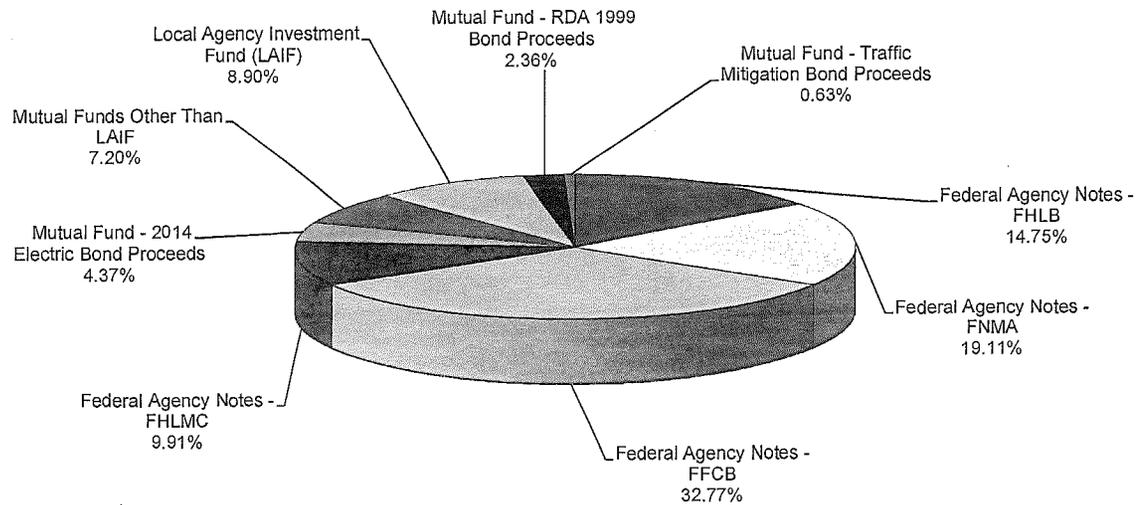
The City's investment strategy for April 2015 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides the liquidity to meet the City's cash needs, and earns a reasonable portfolio return.

As of April 30, 2015, 76.54% of the City's portfolio consists of securities issued by four different Federal Agencies. In addition, to comply with the 1986 Tax Reform Act's 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 1.67 years and the City's portfolio yield vs. the 12-month moving average yield of two-year Treasury Notes (Benchmark Return) was as follows:

<u>PERIOD</u>	<u>CITY'S PORTFOLIO RETURN</u>	<u>BENCHMARK RETURN</u>	<u>AVERAGE DAYS TO MATURITY</u>
April 2015	0.73%	0.53%	608
March 2015	0.71%	0.51%	633
April 2014	0.71%	0.34%	856

**CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS APRIL 30, 2015**

<u>INVESTMENT TYPE</u>	<u>BOOK VALUE</u>	<u>% OF PORTFOLIO</u>	<u>PER INVESTMENT POLICY</u>
U.S. Treasury Notes	\$ -	0.00%	No Limit
Federal Agency Notes - FHLB	82,429,513	14.75%	No Limit
Federal Agency Notes - FNMA	106,740,825	19.11%	No Limit
Federal Agency Notes - FFCB	183,089,129	32.77%	No Limit
Federal Agency Notes - FHLMC	55,391,488	9.91%	No Limit
Mutual Fund - 2014 Electric Bond Proceeds	24,437,137	4.37%	15%
Mutual Funds Other Than LAIF	40,230,320	7.20%	10% Per Fund
Local Agency Investment Fund (LAIF)	49,749,397	8.90%	\$50 M
Mutual Fund - Redevelopment Agency (RDA) 1999 Bond Proceeds	13,166,673	2.36%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	3,510,559	0.63%	No Limit
TOTAL INVESTMENTS	\$ 558,745,041	100.00%	

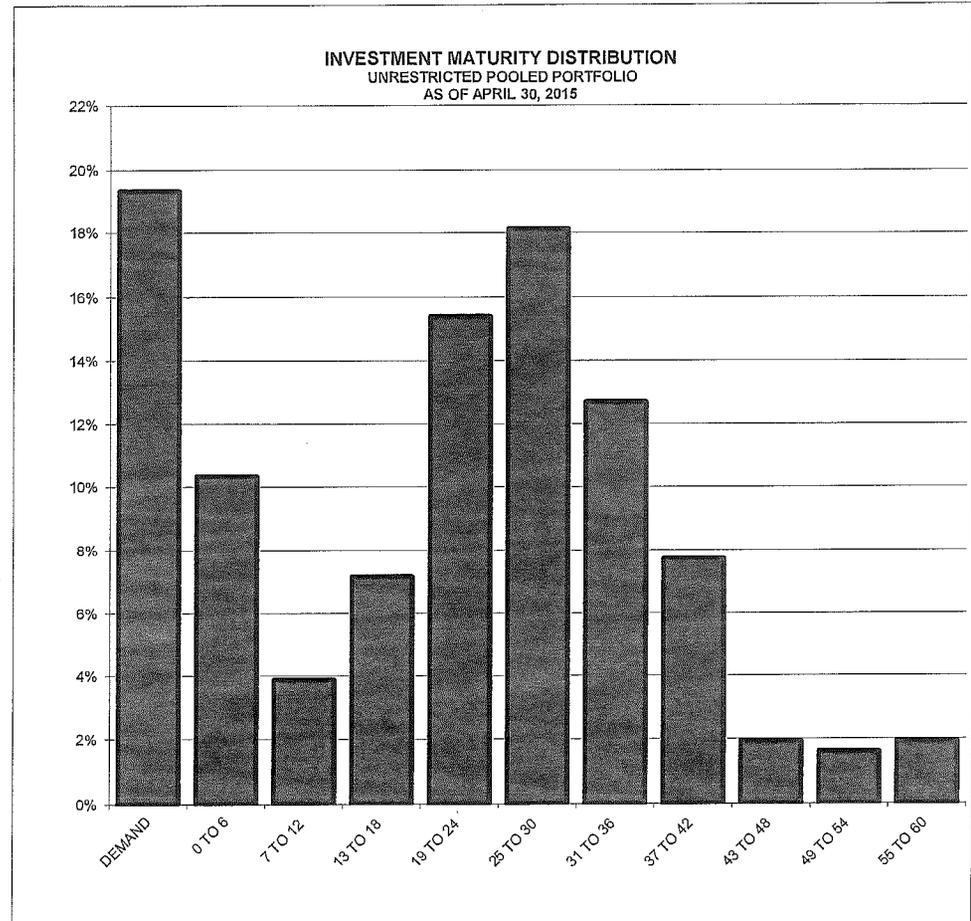


**INVESTMENT MATURITY DISTRIBUTION
AS OF APRIL 30, 2015
UNRESTRICTED POOLED PORTFOLIO**

<u>MATURITY (IN MONTHS)</u>	<u>BOOK VALUE</u>	<u>NUMBER OF INVESTMENTS</u>	<u>DISTRIBUTION</u>
DEMAND	\$ 99,978,485 (a)	3	19.32%
0 TO 6	53,522,033	8	10.34%
7 TO 12	20,002,586	2	3.86%
13 TO 18	36,846,649	4	7.12%
19 TO 24	79,694,666	8	15.40%
25 TO 30	93,808,737	10	18.12%
31 TO 36	65,636,697	7	12.68%
37 TO 42	39,901,927	4	7.71%
43 TO 48	10,000,000	1	1.93%
49 TO 54	8,238,892	1	1.59%
55 TO 60	10,000,000	1	1.93%
TOTAL	\$ 517,630,672	49	100.00%

Average Maturity of Unrestricted Pool: 1.67 Years

(a) \$20 million 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.

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

INVESTMENTS OUTSTANDING AS OF 04/30/15
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN YTM	RATE TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR PRICE	INT SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17199	FHLB step-up 06/26/14 06/26/19	3130A2AB2	25 26	1 000	1.3750 1.4062		8,250,000.00 8,238,892.32	8,265,171.75 100.1839000000	39,388.02	IDC	26,279.43
SUBTOTAL (Inv Type) 20 FHLB step-up			1.48% (M)		1.3750 1.4062		8,250,000.00 8,238,892.32	8,265,171.75 100.1839000000	39,388.02		26,279.43
A 17187	FHLB MEDIUM TERM NOTES 01/08/14 08/17/15	313378CN9	25 25	1 000	.6000 .3105		5,000,000.00 5,007,126.28	5,006,955.00 100.1391000000	6,166.67	IDC	-171.28
A 17173	FHLB MEDIUM TERM NOTES 04/24/13 03/18/16	313382K85	25 25	1 000	.4500 .3903		10,000,000.00 10,005,928.23	10,012,510.00 100.1251000000	5,375.00	IDC	6,581.77
A 17178	FHLB MEDIUM TERM NOTES 05/14/13 06/24/16	3133834R9	25 25	1 000	.3750 .4502		10,000,000.00 9,988,838.70	10,000,260.00 100.0026000000	13,229.18	IDC	11,421.30
SUBTOTAL (Inv Type) 21 FHLB MEDIUM TERM NOTES			4.48% (M)		.4501 .3982		25,000,000.00 25,001,893.21	25,019,725.00 100.0789000000	24,770.85		18,003.07 -171.28
A 17190	FHLB COUPON NOTES 01/10/14 06/12/15	313379ER6	25 25	1 000	.5000 .2906		3,560,000.00 3,563,694.50	3,561,641.16 100.0461000000	6,872.78	IDC	-2,053.34
A 17177	FHLB COUPON NOTES 05/09/13 05/09/16	313382V75	25 30	1 000	.4500 .4500		10,000,000.00 10,000,000.00	9,995,480.00 99.9548000000	21,500.00	IDC	-4,520.00
A 17157	FHLB COUPON NOTES 11/15/12 11/15/17	3133817D1	25 25	1 000	.9800 .9800		5,660,000.00 5,660,000.00	5,651,034.56 99.8416000000	25,576.91	IDC	-8,965.44
A 17161	FHLB COUPON NOTES 12/28/12 12/28/17	313381LC7	25 25	1 000	.9500 .9500		10,000,000.00 10,000,000.00	9,955,250.00 99.5525000000	32,458.33	IDC	-44,750.00
A 17183	FHLB COUPON NOTES 06/20/13 06/20/18	313383EP2	25 26	1 000	1.2500 1.3538		10,000,000.00 9,965,032.86	9,973,780.00 99.7378000000	45,486.11	IDC	8,747.14
A 17203	FHLB COUPON NOTES 12/10/14 12/10/18	3130A3K60	25 25	1 000	1.6400 1.6400		10,000,000.00 10,000,000.00	10,015,090.00 100.1509000000	64,233.33	IDC	15,090.00
SUBTOTAL (Inv Type) 22 FHLB COUPON NOTES			8.80% (M)		1.0203 1.0261		49,220,000.00 49,188,727.36	49,152,275.72 99.8624050000	196,127.46		23,837.14 -60,288.78
A 17112	FNMA COUPON NOTES 12/13/11 10/26/15	31398A4M1	25 26	1 000	1.6250 .8851		10,000,000.00 10,036,168.15	10,073,630.00 100.7363000000	2,256.94	IDC	37,461.85
A 17167	FNMA COUPON NOTE 01/14/13 09/26/16	3135GOSU8	25 25	1 000	.6000 .6206		6,905,000.00 6,902,895.53	6,903,991.87 99.9854000000	4,027.92	IDC	1,096.34
A 17176	FNMA Coupon Note 05/14/13 11/14/16	3135GOWY5	25 25	1 000	.5500 .5387		10,000,000.00 10,002,224.22	9,994,750.00 99.9475000000	25,513.89	IDC	-7,474.22
A 17185	FNMA COUPON NOTE 06/13/13 02/27/17	3135G0XL2	25 25	1 000	.6500 1.0417		10,000,000.00 9,923,498.15	9,993,820.00 99.9382000000	11,555.56	IDC	70,321.85
A 17153	FNMA COUPON NOTES 10/26/12 04/26/17	3136G0X89	25 25	1 000	.7500 .7500		10,000,000.00 10,000,000.00	9,997,280.00 99.9728000000	1,041.67	IDC	-2,720.00
A 17182	FNMA COUPON NOTE 06/19/13 06/19/17	3136G1NU9	25 25	1 000	1.0000 1.0000		10,000,000.00 10,000,000.00	10,010,010.00 100.1001000000	36,666.67	IDC	10,010.00

FINANCE DEPARTMENT
 CITY OF SANTA CLARA
 INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

INVESTMENTS OUTSTANDING AS OF 04/30/15
 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 17144	FNMA COUPON NOTE 08/21/12 08/21/17	3135GONF6	25 30	1 000	1.0000 1.0000	10,000,000.00 10,000,000.00	9,998,470.00 99.98470000000	19,444.44 IDC	-1,530.00
SUBTOTAL (Inv Type) 23 FNMA COUPON NOTE		11.99%(M)			.8959 .8434	66,905,000.00 66,864,786.05	66,971,951.87 100.1000700000	100,507.09	118,890.04 -11,724.22
A 17184	FNMA MEDIUM TERM NOTE 06/12/13 07/05/16	3135GOXP3	25 25	1 100	.3750 .6803	10,000,000.00 9,954,914.75	9,991,310.00 99.91310000000	12,083.33 IDC	36,395.25
A 17156	FNMA MEDIUM TERM NOTE 10/26/12 10/26/17	3135G0PQ0	25 25	1 000	.8750 .9452	10,000,000.00 9,982,900.00	10,019,620.00 100.1962000000	1,215.28 IDC	36,720.00
A 17205	FNMA MEDIUM TERM NOTE 12/04/14 02/28/18	3135G0VC4	25 25	1 000	1.1300 1.1552	10,000,000.00 9,992,588.83	10,040,910.00 100.4091000000	-36,725.00 IDC	48,321.17
A 17180	FNMA MEDIUM TERM NOTE 05/28/13 05/21/18	3135G0WJ8	25 30	1 000	.8750 1.0350	10,000,000.00 9,945,634.96	9,952,370.00 99.52370000000	38,888.89 IDC	6,735.04
SUBTOTAL (Inv Type) 24 FNMA MEDIUM TERM NOTE		7.16%(M)			.8141 .9541	40,000,000.00 39,876,038.54	40,004,210.00 100.0105250000	15,462.50	128,171.46
A 17139	FFCB MEDIUM TERM NOTES 06/13/12 05/01/15	3133EANJ3	25 25	1 000	.5000 .5252	10,000,000.00 9,998,768.06	10,000,000.00 100.0000000000	25,000.00 IDC	1,231.94
A 17191	FFCB MEDIUM TERM NOTES 01/10/14 06/18/15	3133EDC67	25 25	1 000	.2500 .2904	7,000,000.00 6,998,597.60	7,001,351.00 100.0193000000	6,465.28 IDC	2,753.40
A 17169	FFCB MEDIUM TERM NOTES 01/29/13 09/15/15	3133ECBB9	25 25	1 000	.4000 .4287	10,000,000.00 9,998,568.82	10,009,230.00 100.0923000000	5,111.10 IDC	10,661.18
SUBTOTAL (Inv Type) 26 FFCB MEDIUM TERM NOTES		4.83%(M)			.3982 .4286	27,000,000.00 26,995,934.48	27,010,581.00 100.0391890000	36,576.38	14,646.52
A 17168	FFCB COUPON NOTES 01/18/13 10/15/15	3133ECB86	25 25	1 000	.4200 .4002	10,000,000.00 10,000,982.80	10,014,040.00 100.1404000000	1,866.67 IDC	13,057.20
A 17174	FFCB COUPON NOTES 04/26/13 04/22/16	3133ECM76	25 25	1 000	.4000 .4337	10,000,000.00 9,996,657.51	10,000,310.00 100.0031000000	1,000.00 IDC	3,652.49
A 17151	FFCB COUPON NOTES 09/27/12 12/27/16	3133EA2L1	25 25	1 000	.7200 .7309	10,000,000.00 9,998,353.74	9,968,040.00 99.68040000000	24,800.00 IDC	-30,313.74
A 17163	FFCB COUPON NOTES 01/08/13 12/27/16	3133ECBN3	25 26	1 000	.6500 .6628	9,790,000.00 9,787,533.92	9,738,377.33 99.47270000000	21,918.72 IDC	-49,156.59
A 17160	FFCB COUPON NOTES 12/20/12 03/20/17	3133ECAK0	25 25	1 000	.6700 .7083	10,000,000.00 9,992,469.37	9,988,370.00 99.88370000000	7,630.56 IDC	-4,099.37
A 17154	FFCB COUPON NOTES 10/12/12 04/11/17	3133EA4G0	25 25	1 000	.7000 .7396	10,000,000.00 9,992,219.85	9,972,970.00 99.72970000000	3,888.89 IDC	-19,249.85
A 17165	FFCB COUPON NOTES 01/10/13 05/01/17	3133EAE38	25 25	1 000	.8200 .8223	6,350,000.00 6,349,632.01	6,350,469.90 100.0074000000	26,035.00 IDC	837.89
A 17175	FFCB COUPON NOTES 05/09/13 05/09/17	3133ECP40	25 25	1 000	.6400 .6527	10,000,000.00 9,996,882.27	9,950,790.00 99.50790000000	30,577.78 IDC	-46,092.27

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

INVESTMENTS OUTSTANDING AS OF 04/30/15
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN YTM	RATE TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR PRICE	INT SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17152	FFCB COUPON NOTES 10/12/12 07/11/17	3133EA4H8	25	1	.8200		10,000,000.00	9,963,880.00	25,055.56	IDC	-31,073.49
A 17143	FFCB COUPON NOTES 07/24/12 07/24/17	3133EAZK7	25	1	.9700		10,000,000.00	9,994,680.00	26,136.11	IDC	-5,320.00
A 17145	FFCB COUPON NOTES 08/07/12 08/07/17	3133EAF86	25	1	.9700		10,000,000.00	9,985,420.00	22,633.33	IDC	-14,580.00
A 17149	FFCB COUPON NOTES 09/05/12 09/05/17	3133EAR26	25	1	.9700		10,000,000.00	9,989,260.00	15,088.89	IDC	-8,988.08
A 17159	FFCB COUPON NOTES 12/12/12 12/12/17	3133EC7A6	25	1	.8200		10,000,000.00	9,922,200.00	31,661.11	IDC	-71,803.29
A 17179	FFCB COUPON NOTES 05/22/13 05/22/18	3133ECQ56	25	1	1.0800		10,000,000.00	9,965,070.00	47,700.00	IDC	-33,183.01
A 17181	FFCB COUPON NOTES 06/04/13 06/04/18	3133ECQW7	25	1	1.2500		10,000,000.00	9,975,590.00	51,041.67	IDC	-17,416.57
A 17204	FFCB COUPON NOTES 12/02/14 12/02/19	3133EEEB2	25	1	1.9300		10,000,000.00	10,068,650.00	79,880.56	IDC	68,650.00
SUBTOTAL (Inv Type) 27 FFCB COUPON NOTES		27.89%(M)			.8657		156,140,000.00	155,848,117.23	416,914.85		86,197.58
					.8788		156,093,195.91	99.81306300000			-331,276.26
A 17188	FHLMC MEDIUM TERM NOTES 01/09/14 08/28/15	3134G3ZA1	25	1	.5000		5,040,000.00	5,046,133.68	-8,190.00	IDC	1,917.33
A 17189	FHLMC MEDIUM TERM NOTES 01/07/14 08/28/15	3134G3ZA1	25	1	.5000		2,870,000.00	2,873,492.79	-4,663.75	IDC	814.76
A 17194	FHLMC MEDIUM TERM NOTES 03/10/14 09/29/17	3137EADL0	25	1	1.0000		7,500,000.00	7,550,632.50	6,666.67	IDC	64,511.37
SUBTOTAL (Inv Type) 28 FHLMC MEDIUM TERM NOTES		2.77%(M)			.7430		15,410,000.00	15,470,258.97	-6,187.08		67,243.46
					.6888		15,403,015.51	100.3910380000			
A 17155	FHLMC COUPON NOTES 10/18/12 11/01/16	3134G3S50	25	1	.6250		10,000,000.00	10,007,870.00	31,250.00	IDC	9,503.22
A 17164	FHLMC COUPON NOTES 01/22/13 01/22/18	3134G33Y4	25	1	.9500		10,000,000.00	9,984,270.00	26,125.00	IDC	-6,734.93
A 17171	FHLMC COUPON NOTES 04/02/13 04/02/18	3134G37A2	25	1	1.1250		10,000,000.00	9,982,530.00	9,062.50	IDC	-17,470.00
A 17172	FHLMC COUPON NOTES 04/30/13 04/30/18	3134G43F3	25	1	1.0200		10,000,000.00	9,940,050.00	283.33	IDC	-59,050.49
SUBTOTAL (Inv Type) 29 FHLMC COUPON NOTES		7.14%(M)			.9300		40,000,000.00	39,914,720.00	66,720.83		9,503.22
					.9405		39,988,472.20	99.78680000000			-83,255.42
A 16667	RDAL999 Bond Proceeds Investmen 10/04/04 06/01/15		20	400	.0099		13,166,672.77	13,166,672.77*	-28,000.95	BOOK	0.00
				3	000		13,166,672.77	100.0000000000			

* MARKET = BOOK LESS PURCHASE INTEREST

FINANCE DEPARTMENT
 CITY OF SANTA CLARA
 INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

INVESTMENTS OUTSTANDING AS OF 04/30/15
 MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS				
SUBTOTAL (Inv Type) 65 Govt Mutual Fund - Fide						2.36% (M)	.0099	13,166,672.77	13,166,672.77	-28,000.95	.00		
							.0099	13,166,672.77	100.0000000000				
A 16059	STATE OF CA DEMAND DEP 09/30/97 06/01/15		96	1	.2565	49,749,397.20	49,749,397.20	102,365.68	0.00				
							96	000	.2565	49,749,397.20	100.0000000000	USERPR	
SUBTOTAL (Inv Type) 99 LOCAL AGENCY INVESTMENT						8.90% (M)	.2565	49,749,397.20	49,749,397.20	102,365.68	.00		
							.2565	49,749,397.20	100.0000000000				
A 17046	MUTUAL FUNDS-FIDELITY 11/01/08 06/01/15		25	1	.0099	40,230,319.71	40,230,319.71*	15,290.65	0.00				
							101	000	.0099	40,230,319.71	100.0000000000	BOOK	
SUBTOTAL (Inv Type) 305 MUTUAL FUNDS-FIDELITY						7.20% (M)	.0099	40,230,319.71	40,230,319.71	15,290.65	.00		
							.0099	40,230,319.71	100.0000000000				
A 16064	DREYFUS TREASURY CASH MANAGEMEN 10/31/97 06/01/15		20	800	.0099	3,510,558.51	3,510,558.51	1,281.49	0.00				
							102	000	.0099	3,510,558.51	100.0000000000	USERPR	
A 17201	MUTUAL FUNDS-DREYFUS 06/16/14 06/01/15		5	51	.0099	24,437,136.83	24,437,136.83*	215.28	0.00				
							102	000	.0099	24,437,136.83	100.0000000000	BOOK	
SUBTOTAL (Inv Type) 315 MUTUAL FUNDS-DREYFUS						5.00% (M)	.0099	27,947,695.34	27,947,695.34	1,496.77	.00		
							.0099	27,947,695.34	100.0000000000				
GRAND TOTAL						.6679	559,019,085.02	558,751,096.56	981,433.05	492,771.92			
						.6747	558,745,040.60	99.95206100000		-486,715.96			

* MARKET = BOOK LESS PURCHASE INTEREST

Meeting Date: 6-23-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A.2

Santa Clara



Date: June 23, 2015

To: City Manager for Council Action

From: Director of Finance/Assistant City Manager

Subject: Annual Report on Tourism Improvement District by Santa Clara Chamber of Commerce and Convention-Visitors Bureau (SCCC-CVB)

EXECUTIVE SUMMARY:

This is the tenth annual report by the Santa Clara Chamber of Commerce and Convention-Visitors Bureau on the use and impact of the revenues collected from the Tourism Improvement District (TID).

- In December 2004, the City Council approved the TID to collect a \$1.00 fee on each occupied hotel/motel room in the nine hotels near the Santa Clara Convention Center: Hilton, Hyatt Regency, Marriott, Biltmore, Embassy Suites, Plaza Suites, Avatar, Hyatt House, and TownePlace Suites by Marriott.
- The intent of the TID is to allow the hotels to supplement their marketing and sales activities.
- The hotels began to collect the TID assessment on February 14, 2005.
- Collections, net of a \$3,000 annual administration fee paid to the City, have been as follows:

Fiscal Year	Collections
2004-05 (Feb-Jun)	\$ 221,092
2005-06	623,868
2006-07	635,420
2007-08	613,745
2008-09	549,041
2009-10	579,068
2010-11	638,754
2011-12	685,856
2012-13	728,507
2013-14	752,254
2014-15*	768,681
Total Since Inception	\$6,796,286

*FY2014-15 collections are estimated based on three quarters of actual collections and estimated 4th quarter collections.

City Manager for Council Action

Annual Report on Tourism Improvement District by Santa Clara Chamber of Commerce and Convention-Visitors Bureau (SCCC-CVB)

June 23, 2015

Page 2

- The SCCC-CVB forecast for 2015-16 program funding is approximately \$768,000.
- The TID Advisory Committee directs the spending of the TID funds. The attached report outlines the results for fiscal year 2014-15.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The SCCC-CVB Annual TID report provides current information on the impact of the City Council approved TID for the sales and marketing of the City's convention center facilities and programs.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council accept the Santa Clara Chamber of Commerce and Convention-Visitors Bureau Tourism Improvement District Annual Report for fiscal year 2014-15, as submitted by the Santa Clara Chamber of Commerce and Convention-Visitors Bureau.



Gary Ameling

Director of Finance/Assistant City Manager

APPROVED:



Julio J. Fuentes

City Manager

Documents Related to this Report:

- 1) *Letter / Report dated May 13, 2015, to the Mayor and Council from SCCC-CVB*



CHAMBER OF COMMERCE & CONVENTION – VISITORS BUREAU

May 13, 2015

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

Dear Mayor and City Council,

Following is a report on the Santa Clara Tourism Improvement District's (TID) FY 2014-15 activities and FY 2015-16 goals.

Established in 2004, the Tourism Improvement District (TID) was created as a marketing revenue supplement to assist the Santa Clara Convention and Visitors Bureau (SCCVB) with the marketing of the City of Santa Clara to hotel/convention center groups and visitors.

Each participating hotel is assessed \$1.00 per occupied room night. This assessment funds the TID. The TID is composed of nine (9) Santa Clara hotels that surround the Santa Clara Convention Center. They include the Avatar Hotel, Biltmore Hotel & Suites, Embassy Suites, Hilton Santa Clara, HYATT house, Hyatt Regency, Marriott Santa Clara, The Plaza Suites, and TownePlace Suites by Marriott. Since the inception of the TID on February 14, 2005, the District has provided over \$6.796 million in additional funding to the SCCVB which further supports the marketing of the hotels and Convention Center.

The goal of the Advisory Board is to determine how to spend the TID funds and to maximize the return on investment. Each TID hotel holds a seat on the Advisory Board as a voting member and directs the spending of the TID funds.

The TID Advisory Board and the SCCVB staff has accomplished the below during FY 2014-15:

Convention Marketing & Sales

- Provided over \$84,000 in advertising and marketing money to promote the City of Santa Clara as a convention and meeting destination
- Funded \$62,200 for implementation of an electronic targeted advertising campaign and brand image for the City of Santa Clara and our hotel partners
- Funded \$108,750 to attend trade shows, conferences, special events, city-wide bid presentations and sales trips
- Set aside over \$150,000 to provide subsidy money to groups such as the Christian Congregation of Jehovah's Witness, Green Sports Alliance, Pac-12, XRX-Stitches, Bay Area Christian Church, CA Distributive Education Clubs of America, Northern CA Volleyball Association, World Wrestling Entertainment (WWE), Society of Vacuum Coaters, Trinity Motivation, Technology Services Industry Association, Future Business Leaders of America, and several others resulting in thousands of future hotel room nights for the City of Santa Clara
- Increased Group Leads by 10% YTD; hotel in-house sleeping room night bookings YTD by 40% and holiday /weekend group in-house sleeping room night bookings by 9%

Visitor Marketing

- Provided Leisure Advertising funding of \$26,725 to promote the Tourism Improvement District (TID) area as a leisure destination
- Provided electronic target based marketing of \$34,625 to promote Santa Clara as a leisure destination.
- Produced videos for each TID hotel and updated Destination Video (\$22,500)
- Increased hotel weekend room night bookings through leisure print and electronic advertising in the Sacramento and Fresno Bee, generating 22,000 trackable consumer leads in FY 2014-15 (Stats change depending on how many participating hotels – cannot do previous year comparison as number of hotels differ year-to-year).
- Produced/developed California's Great America/Hotel Packages web page
- Advertised in Visit California's Official Visitors Guide (\$7,300) focusing on driving weekend leisure business.
- Improved online web ranking for SantaClara.org , generating over a million impressions
- Produced eBlasts sent to "Opt in" users featuring Santa Clara travel information
- Increased total Social Media following by 43% on Facebook, Twitter, Instagram, Google +, YouTube, Pinterest, Trip Advisor, & LinkedIn, resulting in higher weekend hotel occupancy/rate.
- Hosted 35 Pacific Rim receptive tour operator event highlighting "What's New in Santa Clara"

Financial/Operational

- Contributed over \$252,000 to support three employees plus benefits for the SCCVB

For FY 2015-16, the TID has directed the Santa Clara CVB to focus on the below areas:

- Market and sell the Santa Clara Tourism Improvement District as an overnight destination.
- Enhance the City of Santa Clara's position as a viable meetings/convention and leisure destination and improve the overall awareness and perception of the destination
- Increase hotel occupancy and utilization of the Santa Clara Convention Center
- Direct sales effort specifically targeting, sports and city-wide groups, short term business, weekend and holiday need period business and leisure, along with a variety of weekend packages and holiday packages
- Update Santa Clara destination videos, including TID hotel content
- Upgrade technology systems when necessary to compete more effectively
- Provide funding for three SCCVB employees
- Provide research funding to keep current with marketing trends and to monitor overall performance of the TID
- Through the Internet, publicize weekend hotel packages for individual consumers and families
- Drive city-wide group corporate, association and SMERF type "A" business to the City of Santa Clara, convention facilities, and our Santa Clara hotel properties thru direct sales efforts.
- Drive SMERF/Association business to Santa Clara hotels using "need period" sales strategies.



Mayor and City Council
May 13, 2015
Page Three

- Fund \$77,700 for additional trade shows, sales calls, special events and industry sponsorship opportunities
- Provide funding of \$14,750 to explore business opportunities such as new tradeshow and industry sponsorships.
- Funding of \$93,925 to market to meeting planners online

Our tenth year of operation has been extremely productive and successful. In FY 2015-16, the TID program funding will be approximately \$768,116. We are confident that we will continue to see increases in bookings and revenue for the hotels which in turn will provide growth in sales tax and hotel transient occupancy tax revenues for the City.

We thank you for your continued support of the Tourism Improvement District and the activities of the Santa Clara Convention and Visitors Bureau.

Sincerely,



Barbara Ratcliffe
Chair of the TID Advisory Board



Roy Truitt
Interim President & CEO

cc: Julio Fuentes, City Manager
Rod Diridon, Jr., City Clerk
Gary Ameling, Director of Finance
David Andre, Vice President of Marketing and Communications
Annette Manhart, Vice President of Convention Sales, Marketing and Services



Meeting Date: 6/23/15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A3



Date: June 9, 2015
To: City Manager for Council Action
From: Director of Electric Utility
Subject: Approval for Use of City Electric 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: 33563
 Title/Location: Install New Underground Electric Service, 3303 Scott Boulevard
 Type of Job: New Business
 Description of Work: Remove existing padmounted 500kVA transformer. Install new 750 kVA transformer. Pull in 274' of 1/0 AL triplex 15kV cable. Connect customer's service cables. Install 50kVA single phase clamshell type transformer for street lights.

Estimated Cost:	\$62,361.87	Customer/Developer Contribution:	\$.00
		Salvaged Plant	\$ 7,524.00
		Customer Service Charge	\$ 54,837.87

Estimate No: 33787
 Title/Location: Lead Cable, Transformer and Pole Replacement, 3379 Benton Street
 Type of Job: Reliability
 Description of Work: Remove 770' of 2-#4 lead covered copper primary cable; replace with 2 1/0 AL 15kV cable. Replace leaking single phase padmount transformer and pole.

Estimated Cost:	\$51,823.06	Customer/Developer Contribution:	\$.00
		Salvaged Plant	\$ 756.00
		Customer Service Charge	\$ 51,067.06

Estimate No: 33878
Title/Location Transformer Upgrade, 335 Brokaw Road
Type of Job: New Business/Temporary Power
Description of Work: Replace 500 kVA padmount transformer with 1000 kVA transformer.

Estimated Cost:	\$18,147.70	Customer/Developer Contribution:	\$	10,552.19
		Salvaged Plant	\$	7,595.51
		Customer Service Charge	\$.00

RECOMMENDATION:

That Council approve the use of City Electric forces for the installation of facilities at 3303 Scott Boulevard, 3379 Benton Street, and 335 Brokaw Road.



John C. Roukema
Director of Electric Utility

APPROVED


Julio J. Fuentes
City Manager

Documents related to this report: None

Meeting Date: 6/23/15

AGENDA REPORT

Agenda Item # 7A.4

City of Santa Clara, California



Date: June 9, 2015
To: City Manager for Council Action
From: Director of Human Resources
Subject: Approval of the Revised Job Description for Assistant Fire Marshal

EXECUTIVE SUMMARY:

The Assistant Fire Marshal job description was last revised in June of 2014. This classification is a management position in the unclassified service, responsible for assisting the Fire Marshal with the management of the Fire Prevention and Hazardous Materials Division. An incumbent in this classification will exercise independent judgment and discretion; will formulate administrative policies for the effective use of assigned personnel; will actively support the direction and policies established by the City Manager and Fire Chief, as well as policies established by the City Council for the delivery of public safety service to the citizens. The Assistant Fire Marshal may be called upon to perform the duties of Deputy Fire Marshal and Deputy Fire Marshal – Hazardous Materials, including but not limited to inspections, investigations and plan review.

Based on the level of responsibility and technical expertise required, it is proposed to change the minimum qualifications to emphasize the technical background needed for the position.

As a member of the City's unclassified service, this is an "at-will" position. The incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and Values.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the revised job description for Assistant Fire Marshal will allow the City to begin the recruitment. There are no disadvantages.

ECONOMIC/FISCAL IMPACT:

There is no economic or fiscal impact to the City in approving the revised job description, other than administrative staff time and expense. Funding is provided for this position in the Fire Department 2014-2015 operating budget.

City Manager for Council Action

Subject: Approval of the Revised Job Description for Assistant Fire Marshal

June 16, 2015

Page 2

RECOMMENDATION:

That the Council approve the revised job description for Assistant Fire Marshal.



Elizabeth C. Brown

Director of Human Resources

APPROVED:



Julio J. Fuentes

City Manager

Documents Related to this Report:

- 1) *Revised Job Description for Assistant Fire Marshal*

CITY OF SANTA CLARA, CALIFORNIA
ASSISTANT FIRE MARSHAL
(026)

EDUCATION AND EXPERIENCE

- Any combination of education and experience equivalent to graduation from an accredited college or university with a Bachelor's degree in Fire Science, Fire Administration, Fire Protection Engineering, Chemistry, Biology, Geology, Toxicology, Environmental Science, Business Administration, Public Administration or related field; and
- Seven (7) years' experience in the public sector with at least four (4) years assigned to fire prevention or hazardous materials enforcement.

DESIRABLE QUALIFICATIONS

- Fire investigation experience.
- Experience responding to or handling hazardous materials emergencies.
- Two (2) years in a supervisory capacity with administrative responsibilities.
- Experience with enforcement of the Fire Code, including inspection and plan review.
- California Underground Storage Tank Inspector Certification issued by the International Code Council.

LICENSES AND/OR CERTIFICATES

- Possession of a valid California Class C driver's license is required at time of appointment and for the duration of employment.
- Completion of California State Fire Marshal Fire Inspector 1 training or equivalent or possession of Certification as a Fire Inspector I from the International Code Council within twelve (12) months of appointment.
- Completion of California State Fire Marshal Fire Investigation 1A and 1B training or equivalent within eighteen (18) months of appointment.
- Incumbents must complete a POST-qualified California Penal Code Section 832 training course, and be qualified as a Peace Officer with limited peace officer powers within six (6) months of appointment.
- Certification as Fire Inspector II from the International Code Council within two (2) years of appointment.
- Incumbents shall be required to obtain and maintain any other licenses(s) and or certification(s) that may be required by future regulation by Federal, State, local and/or industry requirements.

DISTINGUISHING CHARACTERISTICS

This is a management position in the unclassified service, responsible for assisting the Fire Marshal with the management of the Fire Prevention and Hazardous Materials Division. An incumbent in this classification exercises independent judgment and discretion; formulates administrative policies for the effective use of assigned personnel; actively supports the direction

ASSISTANT FIRE MARSHAL (continued)

and policies established by the Fire Chief and City Manager, as well as policies established by the City Council for the delivery of public safety service to the citizens. May act as the Fire Marshal in his/her absence. The Assistant Fire Marshal may be called upon to perform the duties of Deputy Fire Marshal and Deputy Fire Marshal – Hazardous Materials, including but not limited to inspections, investigations, and plan review.

As a member of the City's unclassified service, this is an "at-will" position. The incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and Values.

TYPICAL DUTIES

This description may not include all the duties, nor do the examples cover all duties that may be performed.

Under general direction, the incumbent will:

- Manage, train and evaluate staff, and develop processes designed to support a continuous learning environment;
- Assist the Fire Marshal in the management of the Fire Prevention and Hazardous Materials Division;
- Oversee the scheduling of work assignments for the personnel assigned to the Fire Prevention and Hazardous Materials Division;
- Provide information to the public and employees regarding the storage, use, and disposal of hazardous materials, and other fire and building code requirements;
- Investigate and resolve complaints regarding hazardous materials storage, handling, and use; and fire and life safety;
- Respond to emergencies as dispatched;
- Prepare and maintain records and reports related to the activities of the Fire Prevention and Hazardous Materials Division;
- Provide training to other City or department staff related to fire prevention and hazardous materials;
- Review and approve plans related to fire safety and hazardous materials;
- Perform inspections of new construction for facilities using and storing hazardous materials;
- Assist the Fire Marshal with the development of the budget for the Fire Prevention and Hazardous Materials Division;
- Assist the Fire Marshal with the coordination of the adoption of the Fire Code;
- Make presentations to the City Council as directed by the Fire Marshal;
- May act as Fire Marshal; and
- Perform other related work as required.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles of fire prevention;
- Principles of chemistry, analytical testing techniques, and sampling techniques;
- Building construction including hazardous materials, alarm systems, sprinkler systems, wet and dry standpipe systems and related systems;

ASSISTANT FIRE MARSHAL (continued)

- Computerized systems for maintaining data and preparing reports and correspondence;
- Environmental and safety practices, procedures, and standards;
- Fire investigation techniques;
- Supervisory techniques and methods of motivating staff to perform efficiently;
- Research techniques, methods and procedures, and report presentation; and
- Electronic spreadsheets, word processing, and database software (e.g., Excel, Word, Access).

Ability to:

- Understand laws, rules, and regulations pertaining to hazardous materials and waste;
- Gather, analyze, and present data clearly;
- Interpret and present findings in a clear, concise written form including the creation and use of tables, charts, and graphics to summarize results;
- Analyze situations and make appropriate recommendations;
- Exercise independent judgment and initiative;
- Work independently with minimal supervision;
- Speak effectively before large groups of people;
- Develop and conduct an effective public relations program on hazardous materials and waste;
- Communicate requirements, policies, and decisions to the public and co-workers in an effective manner;
- Communicate logically and clearly using correct English grammar, spelling, and punctuation;
- Follow and provide written and oral directions;
- Carry out complex written instructions and prepare comprehensive and precise written reports;
- Plan, assign, supervise, and review the work of fire department personnel;
- Research, interpret, apply, and explain laws, regulations, policies, and procedures;
- Establish and maintain effective working relationships with those contacted in the course of work;
- Deal tactfully and courteously with government officials, co-workers, contractors, architects, and the general public;
- Work in a team-based environment and achieve common goals;
- Effectively handle multiple priorities, organize workload, and meet strict deadlines;
- Read and interpret blueprints or construction drawings;
- Perform heavy and hazardous physical labor, and wear protective clothing and breathing apparatus as required to perform inspections and investigations; and
- Bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties.

SUPERVISION RECEIVED

The Assistant Fire Marshal works under the general direction of the Fire Marshal or other manager as assigned.

SUPERVISION EXERCISED

Manage personnel assigned to work in the Fire Prevention and Hazardous Materials Division, which includes Fire Inspector Aides, Fire Prevention Specialists, Deputy Fire Marshals, Deputy Fire Marshals – Hazardous Materials, and other staff as assigned.

ASSISTANT FIRE MARSHAL (continued)

OTHER REQUIREMENTS

- An incumbent of this classification may be required to work shifts, weekends, unusual hours in emergency situations, and to be available on an "on call" basis.
- Incumbent is required to establish and maintain a residence within fifty minutes of response following notification.
- Candidate will be required to pass a City background investigation which will include fingerprinting and may include psychological and polygraph screening as required for Assistant Fire Marshal.
- Must be able to perform all of the essential functions of the job assignment.

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:

6-23-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item #

7A.5



Date: June 9, 2015

To: City Manager for Council Action

From: Director of Human Resources

Subject: Approval of the Revised Job Description for City Planner and Job Title Change to Planning Manager

EXECUTIVE SUMMARY:

The City Planner job description was last revised in 2007. This classification is a management position in the Unclassified Service responsible for the management of the Planning Division within the Department of Planning and Inspection. Division functions will continue to include the following: updates and maintenance of the General Plan, efficient and effective management of current and advanced planning, zoning and architectural review functions, area planning projects, environmental review, historical resources planning, code enforcement, research and policy planning related to physical development regulation and the effective deployment of technology such as permit software and GIS. The incumbent will provide staff support to the Planning Commission, the Historical and Landmarks Commission, the Architectural Committee and other committees as assigned. Additionally, the incumbent is responsible for the preparation and administration of the Planning Division operating budget.

It is proposed to update the job description and change the job title from City Planner to Planning Manager. The job title Planning Manager is the more common title used by local jurisdictions.

As a member of the City's Unclassified Service, this is an "at-will" position. The incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and Values.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the revised job description for City Planner and job title change to Planning Manager will allow the City to begin the recruitment. There are no disadvantages.

ECONOMIC/FISCAL IMPACT:

There is no economic or fiscal impact to the City in approving the revised job title and job description, other than administrative staff time and expense. Funding is provided for this position in the Planning and Inspection Department 2014-2015 operating budget.

City Manager for Council Action

Subject: Approval of the Revised Job Description for City Planner and Job Title Change to Planning Manager

June 4, 2015

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RECOMMENDATION:

That the Council approve the revised job description for City Planner and job title change to Planning Manager.



Elizabeth C. Brown
Director of Human Resources

APPROVED:



Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) *Job Description for Planning Manager*

CITY OF SANTA CLARA, CALIFORNIA
PLANNING MANAGER

(Unclassified)

(072)

EDUCATION AND EXPERIENCE

- Education and experience equivalent to that obtained by graduation from an accredited college or university with a Master's degree in City Planning, Urban Planning, or a closely related field;
- Five (5) years of professional planning experience, including increasingly responsible experience performing varied and complex planning work, two years of which have included managing professional staff is required; and
- Experience with computer software programs commonly used by the City and by the Planning & Inspection Department such as Microsoft Word, Excel, permitting software and Geographic Information System (GIS) is highly desirable.

CERTIFICATION

Membership in the American Institute of Certified Planners (AICP) is highly desirable.

LICENSE

Possession of an appropriate, valid California driver's license is required at time of application and for the duration of employment.

DISTINGUISHING CHARACTERISTICS

The Planning Manager is a management position in the unclassified service responsible for the management of the Planning Division within the Department of Planning and Inspection. Division functions include: updates and maintenance of the General Plan, efficient and effective management of current and advanced planning, zoning and architectural review functions, area planning projects, environmental review, historical resources planning, code enforcement, research and policy planning related to physical development regulation and the effective deployment of technology such as permit software and Geographic Information Systems (GIS). The incumbent will provide staff support to the Planning Commission, the Historical and Landmarks Commission, the Architectural Committee and other committees as assigned. Additionally, the incumbent is responsible for the preparation and administration of the Planning Division operating budget.

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.

PLANNING MANAGER Continued

TYPICAL DUTIES

This description may not include all the duties listed below, nor do the examples cover all duties that may be performed.

With General Direction:

- Provide the leadership and management for all the functions within the Planning Division;
- Direct and participate in the development and implementation of goals, objectives, policies, and priorities of the Planning Division;
- Act as Zoning Administrator and perform all duties required thereof by the municipal code;
- Manage the General Plan, Zoning Code, Subdivision Code, environmental process, adopted development policies and mapping system;
- Foster coordination and communication between the Planning and Building Division functions in partnership with the Building Official;
- Direct planning studies and projects;
- Manage the permitting function of the Planning Division;
- Supervise, train and evaluate Planning Division staff;
- Supervise preparation of the City Planning Commission agenda and compilation of required reports and documents and manage commission and committee activities, including staffing and reporting of meetings;
- Ensure that staff is provided with resources and technology necessary to provide excellent customer service;
- Review, analyze and interpret laws, rules, regulations and ordinances;
- Develop and implement productivity measurements and statistics;
- Develop and administer the Division budget and prepare division recommendations for the Capital Improvement Program;
- Oversee the manner in which land is developed through zoning and subdivision ordinance policy and procedures;
- Provide technical expertise to City staff;
- Develop and implement long-range planning programs;
- Prepare Division recommendations and requests for proposals;
- Implement legislative and administrative body decisions;
- Prepare analyses and/or reports for General Plan, current planning, architectural review, redevelopment planning, environmental review, research and policy planning;
- Advise the Director of Planning and Inspection on planning matters;
- May represent the Director of Planning and Inspection at City Council, Planning Commission and other public meetings;
- May act as the Director of Planning and Inspection in his/her absence; and
- Perform other work as assigned.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles, practices and trends of community and urban planning and land use management;

PLANNING MANAGER Continued

- Federal, State and local laws and regulations pertaining to general plans, environmental matters, redevelopment, zoning and land development, e.g., California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), the subdivision Map Act, etc.;
- City zoning ordinances and zoning techniques;
- Research methods and sources of information related to urban growth and development;
- Supervisory personnel practices and procedures;
- Office safety practices, procedures and standards;
- Problem solving and conflict resolution practices and techniques;
- Project and workload planning;
- Electronic data processing systems such as Geographic Information Systems (GIS), permit software, etc., and their planning and land use applications and;
- Complex spreadsheets and database applications.

Ability to:

- Collect, analyze and interpret data pertaining to planning and land use situations;
- Supervise and train others;
- Establish and maintain effective working relationships with those contacted in the course of work including staff, developers and citizens;
- 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;
- Exercise independent judgment and initiative with minimal supervision;
- Identify, research and gather relevant information from variety of sources;
- Read and interpret planning policies and apply code requirements;
- Prepare and monitor a comprehensive division budget;
- Prepare and present planning studies;
- Prepare and present highly technical and complex written and oral reports to City Council, citizens and City staff;
- Communicate logically and clearly, both orally and in writing;
- Work effectively in time-sensitive situations and meet deadlines;
- Coordinate multiple projects and complex tasks simultaneously;
- Prepare clear and concise written and oral reports;
- Develop and implement long-range planning projects;
- Develop creative and practical solutions to complex and difficult problems; and
- Bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties.

SUPERVISION RECEIVED

Works under the administrative supervision of Director of Planning and Inspection in the Planning and Inspection Department or other manager as assigned.

PLANNING MANAGER Continued

SUPERVISION EXERCISED

Manage professional, technical, and administrative support staff and other assigned personnel. Manage program work that is conducted under the supervision of the Development Review Officer and the Principal Planner.

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: 6/23/15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A.6



Date: May 27, 2015

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Approval of Plans and Specifications
Removal of Barriers to the Physically Challenged FY 2015-16 (CE 15-16-01)

EXECUTIVE SUMMARY:

The construction of Americans with Disabilities Act (ADA) compliant street curb ramps is an ongoing annual program to improve access to the City streets. The Removal of Barriers to the Physically Challenged FY 2015-16 (Project) consists of constructing 34 curb ramps at 11 street intersections. Scope of work also includes modification of impacted traffic striping and pavement markings.

Plans and specifications for the above referenced Project have been prepared by City Staff and can be viewed on the City's website or in the City Clerk's office during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the plans and specifications, and authorization to advertise for bids will allow the Project to maintain its current schedule and be completed by fall of this year.

ECONOMIC/FISCAL IMPACT:

Appropriations are available in the Removal of Barriers to the Physically Challenged Project (562-4443-80XX0-5551-CDBG(G)). This Project uses federal funding through the Community Development Block Grant (CDBG) fund. No significant additional operation and maintenance cost is expected.

RECOMMENDATION:

That the Council:

1. Approve the plans and specifications for the Removal of Barriers to the Physically Challenged FY 2015-16 (CE 15-16-01);
2. Authorize City Manager to make minor modifications, if necessary; and
3. Authorize the advertisement for bids.



Rajeev Batra
Director of Public Works / City Engineer

APPROVED:



for Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) *Plans and Specifications*

PROJECT SPECIFIC BOOK

PARTS OF DIVISION 0
PLUS
DIVISION 3 AND ABOVE

CITY OF SANTA CLARA

DEPARTMENT OF PUBLIC WORKS



PROJECT MANUAL

FOR

CONSTRUCTION OF

**REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED
FY 2015-16**

IN

CITY OF SANTA CLARA, CALIFORNIA

CITY PROJECT NO. CE 15-16-01

TRACING NO. 12,054-A

BID OPENING DATE: July 15, 2015

DOCUMENT 00001

TITLE PAGE

CITY OF SANTA CLARA, CALIFORNIA

**1500 WARBURTON AVENUE
SANTA CLARA, CALIFORNIA 95050**

PROJECT MANUAL

FOR

CONSTRUCTION OF

REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED

FY 2015-16

IN

CITY OF SANTA CLARA, CALIFORNIA

END OF DOCUMENT

Contract Forms

00510	Notice of Award
00520	Agreement
00550	Notice to Proceed
00610	Construction Performance Bond
00620	Construction Labor and Materials Payment Bond
00630	Guaranty
00650	Agreement and Release of Any and All Claims
00654	Workers' Compensation Insurance Statement
00660	Substitution Request
00670	Escrow Bid Documents (NOT USED)
00680	Escrow Agreement for Security Deposits in Lieu of Retention
00690	Public Works Contract Change Order (Sample)

Conditions of the Contract

00700	General Conditions
00800	Supplementary Conditions
00810	Supplementary Conditions – Hazardous Materials
00820	Insurance Requirements
00830	Apprenticeship Program
00910	CDBG & HUD Housing Funding (Housing Terms)
00920	State and Federal Funding (Transportation/Caltrans Terms) (NOT USED)
00930	Special Grants (Terms required by Special Grants) (NOT USED)

DIVISION SECTION TITLE

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

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

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

<u>DIVISION</u>	<u>SECTION</u>	<u>TITLE</u>
3 and above		SPECIAL PROVISIONS
	03200	Civil Improvements
	Attachment	Plans – Tracing 12,054-A (34 Sheets)

END OF DOCUMENT

DOCUMENT 00020

PROJECT TEAM

CITY

CITY OF SANTA CLARA

Rajeev Batra, Director of Public Works/City Engineer

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3001
Fax: 1+(408) 985-7936
Email: RBatra@santaclaraca.gov

Falguni Amin, Principal Engineer – Design Division

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3015
Fax: 1+(408) 985-7936
Email: FAmin@santaclaraca.gov

Dennis Ng, City Traffic Engineer

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3021
Fax: 1+(408) 985-7936
Email: DNg@santaclaraca.gov

Jim Parissenti, Principal Engineer – Field Services Division

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3061
Fax: 1+(408) 983-0931
Email: JParissenti@santaclaraca.gov

Jing Deng, Senior Civil Engineer – Design Division

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3012
Fax: 1+(408) 985-7936
Email: JDeng@santaclaraca.gov

Contact for information regarding the Bidding Documents:

Vincent Luchessi, Associate Civil Engineer – Design Division

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-3048
Fax: 1+(408) 985-7936
Email: VLuchessi@santaclaraca.gov

END OF DOCUMENT

DOCUMENT 00030

SEALS

CITY OF SANTA CLARA

**REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED
FY 2015-16 PROJECT**

CE 15-16-01

TRACING NO. 12,054-A



CIVIL ENGINEER

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

Signature: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00040

LIST OF DRAWINGS

(Included In Division 3: Special Provisions – Section 03200)

DRAWINGS

CSC TRACING NO. 12,054-A

<u>Description</u>	<u>Sheet Number</u>
Symbols & Abbreviations	1
General Notes	2
Key Map	3
Location Maps	4-5
Curb Ramp Installation at:	
Warburton Avenue & Natalie Avenue.....	6
Warburton Avenue & Jeffery Court.....	7
Mauricia Avenue & Kellogg Way	8-9
Mauricia Avenue & Woodhams Road	10-12
Mauricia Avenue & Warren Drive	13
Nobili Avenue & Notre Dame Drive	14
Nobili Avenue & Emmett Place.....	15
Nobili Avenue & Earl Drive	16
Nobili Avenue & Machado Avenue	17-20
Nobili Avenue & Bonita Avenue.....	21
Machado Avenue & Del Monte Avenue	22-23
Curved Curb Ramp (ST-14).....	24
Modified Curved Curb Ramp (ST-14M).....	25
Straight Curb Ramp (ST-15)	26
Modified Straight Curb Ramp (ST-15M)	27
Grooving & Truncated Dome Details (ST-16)	28
Concrete Joints (ST-17)	29
Dowel Connection (ST-18)	30
Street Name Sign and Location (TR-1)	31

LIST OF DRAWINGS (Continued)

(Included In Division 3: Special Provisions – Section 03200)

<u>Description</u>	<u>Sheet Number</u>
Special Tree Protection Notes	32
Striping/Marking Notes and Details	33
Curb Ramp with Valley Gutter Replacement (VG-1).....	34

END OF DOCUMENT

DOCUMENT 00100

NOTICE INVITING BIDS

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

**REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED
FY 2015-16 PROJECT
INVITATION NO. CE 15-16-01**

2. **BID SUBMISSION.** City will receive sealed Bids in the Office of the City Clerk, 1500 Warburton Avenue, Santa Clara, California 95050, until **3:00 p.m.**, as determined by the atomic clock above the help window of the City Clerk's Office and the City Clerk, on July 15, 2015. Bids will be opened shortly thereafter on that same day. The opening will be in accordance with procedures set forth in Document 00250, Bid Contents, Evaluation, Selection, and Award.

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

Project Engineer: Vincent Luchessi
Email: vluchessi@santaclaraca.gov
Telephone: 1+(408) 615-3048
Fax: 1+(408) 985-7936
Mailing address: City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

4. **STATEMENT OF QUALIFICATIONS.** Each Bidder shall be required to submit a Statement of Qualifications in accordance with Document 00200, Instructions to Bidders, and Document 00450, Statement of Qualifications for Construction Work.
5. **DESCRIPTION OF WORK.** The Work shall consist of removing existing curb, gutter, and sidewalk, installing 34 curb ramps with raised truncated domes, and reconstruction of curb, gutter, and sidewalk at 11 intersections as shown on the Plans. Work also includes removal and replacement of existing striping/crosswalks and pavement markings.

THIS PROJECT IS UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND IS SUBJECT TO ALL FEDERAL RULES AND REGULATIONS INCLUDED IN DOCUMENT 00910 OF THESE CONTRACT DOCUMENTS.

THIS CONTRACT REQUIRES COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS AND THE DAVIS-BACON ACT PREVAILING WAGE REQUIREMENTS.

BIDDERS ARE PUT ON NOTICE THAT ALL WORK MUST STRICTLY COMPLY WITH STATE OR FEDERAL ACCESSIBILITY REQUIREMENTS, WHICHEVER IS MORE STRINGENT.

BIDDERS SHALL UTILIZE ITS BEST EFFORTS TO MAXIMIZE THE UTILIZATION OF MINORITY OR WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) IN AWARDING OF SUBCONTRACTORS, IF ANY. BIDDER IS REQUIRED TO DOCUMENT ITS EFFORTS TO SOLICIT MBE/WBE SUBCONTRACTORS INCLUDED IN DOCUMENT 00910 OF THESE CONTRACT DOCUMENTS.

6. **CONTRACT TIME.** The Work shall reach Substantial Completion within thirty (30) Working Days from the date when the Contract Time commences to run. The Work shall reach Final Completion within forty (40) Working Days from the date when the Contract Time commences to run. See Document 00050, References and Definitions, for definitions of Substantial Completion and Final Completion.
7. **REQUIRED CONTRACTOR'S LICENSE(S).** A California "A" contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract.
8. **REQUIRED CONTRACTOR AND SUBCONTRACTOR'S REGISTRATION.** The Bidder and subcontractor(s) must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposed only under Labor Code section 1771.1(a)]. The Bidder or subcontractor(s) may not be awarded the Contract unless registered as noted above.
9. **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. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
10. **INSTRUCTIONS.** Bidders shall refer to Document 00200, Instructions to Bidders, for required documents and items to be submitted in sealed envelopes for deposit into the Bid box, located at the City Clerk's office, and applicable times for submission.
11. **SUBSTITUTIONS OF SECURITIES.** City will permit the successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680, Escrow Agreement for Security Deposits in Lieu of Retention, in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680, Escrow Agreement for Security Deposits in Lieu of Retention, is incorporated in full in this Document 00100, Notice Inviting Bids.
12. **PRE-BID CONFERENCE AND SITE VISIT.** City will not conduct a Pre-Bid Conference for this project. Bidders are strongly encouraged to visit the sites.
13. **BIDDING DOCUMENTS.** Bidders may examine Bidding Documents at the office of:

Prints Charles Reprographics, 1643 S. Main Street, Milpitas, CA 95035 and at www.printscharlesrepro.com (PLAN VAULT);

City of Santa Clara, Engineering Department, 1500 Warburton Avenue, Santa Clara, CA 95050;

Asian Inc., 1167 Mission Street, 4th Floor, San Francisco, CA 94103;

Builders Exchange of Alameda County, 3055 Alvarado Street, San Leandro, CA 94577;

Builders Exchange of Santa Clara County, 400 Reed Street, Santa Clara, CA 95050;

Central Coast Builders Association, 20 Quail Run Circle, Ste A, Salinas, CA 93907;

Contra Costa Builders Exchange, 2440 Stanwell Drive, Concord, CA 94520;

iSqFt, 4500 Lake Forest Drive, Cincinnati, OH 45242;

McGraw-Hill Construction Dodge, 4300 Beltway Place, Suite 180, Arlington, TX 76018 and at www.construction.com/projectcenter/;

Peninsula Builders Exchange, 735 Industrial Way, San Carlos, CA 94070;

Placer County Contractors Association, 10656 Industrial Ave., Ste 160, Roseville, CA 95678;

CMD, 30 Technology Parkway South, Suite 100, Norcross, GA 30092;

Sacramento Builders Exchange, 1331 "T" Street, Sacramento, CA 95814;

Sacramento Builders Exchange, 151 N. Sunrise Avenue #511, Roseville, CA 95661;

San Francisco Builders Exchange, 850 South Van Ness Avenue, San Francisco, CA 94110;

Stockton Builders Exchange, 7500 Northwest Lane, Stockton, CA 95210.

14. PROCUREMENT OF BIDDING DOCUMENTS.

Bidding Documents may be viewed at no cost or purchased for a **NON-REFUNDABLE FEE of Fifty Dollars and Zero Cents (\$50.00)** via the internet at www.printscharlesrepro.com (PLAN VAULT). Bidding Documents may also be purchased by calling Prints Charles Reprographics at 1+(408) 240-3330. Please make checks payable to Prints Charles Reprographics **not** the City of Santa Clara. Bidders requesting that Bidding Documents be **mailed/shipped** to them will be charged the full costs of shipping. Bidding Documents and Plan Holder lists may also be viewed at the web site noted above.

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

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

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

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

City of Santa Clara, Santa Clara, California.

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

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

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

**REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED
FY 2015-16 PROJECT
INVITATION NO. CE 15-16-01**

1. **RECEIPT OF BIDS.** The City will only receive sealed Bids from Bidders at the Office of the City Clerk, 1500 Warburton Avenue, Santa Clara, CA 95050, on July 15, 2015. City will receive Bids in two parts, "Envelope A" and "Envelope B", each containing the items described in Document 00250, Bid Contents, Evaluation, Selection, and Award. Envelope A and Envelope B shall be due by 3:00 p.m., as determined by the atomic clock above the help window of the City Clerk's Office and the City Clerk. City will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with Document 00250, Bid Contents, Evaluation, Selection, and Award. Only Envelope A will be publicly opened, and the Bid amount read aloud immediately following the closing date and time.

2. **CONTACT INFORMATION.**

Project Engineer: Vincent Luchessi

Email: vluchessi@santaclaraca.gov

Telephone: 1+(408) 615-3048

Fax: 1+(408) 985-7936

Mailing address: City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

3. **BID SUBMISSION.** Each Bidder shall submit its Bid in two separate opaque sealed 10" x 13" envelopes containing forms listed in Document 00250, Bid Contents, Evaluation, Selection, and Award, and in the manner described in Document 00250. Each Bidder should mark its Bid envelopes as BID FOR THE CITY, CONTRACT NUMBER CE 15-16-01, REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED FY 2015-16 PROJECT, Envelope "A" or "Envelope B," as appropriate. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of City made as part of Bid evaluation process after submission of Bid. Bidder's failure to submit all required documents strictly as required entitles City to reject the Bid as non-responsive.

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

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

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

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

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

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

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

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

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

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

///

///

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

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

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

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

11. **ADDENDA.** Bidders must direct all questions about the meaning or intent of Bidding Documents to City (Attention: Project Engineer) in writing. Interpretations or clarifications considered necessary by City in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by City as having received Bidding Documents. Addenda will be written and will be issued to each Bidder to the address or fax number supplied to City by Bidder. City may not answer questions received less than ten (10) Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City.
 - B. No Addenda will be issued within forty-eight (48) hours of the opening of Bids, unless the addenda includes postponing the scheduled Bid opening date.
 - C. Addenda shall be acknowledged by number with signature in Document 00400, Bid, and shall be part of the Contract Documents. A complete listing of Addenda may be secured from City.

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12. **SUBSTITUTIONS.** Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.
- A. Except as provided in paragraph 12.C below, City will consider substitution requests only from Bidders for “or equal” items. Bidders wanting to use “or equal” item(s) may submit Document 00660, Substitution Request, no later than fourteen (14) Days prior to the due date for City receiving Bids. After said date, the City will not accept “or equal” substitution requests. To assess “or equal” acceptability of product or system, submittals of substitutions shall contain the information required in Document 00660, Substitution Request, and set forth in Section 01600, Product Requirements. Insufficient information will be grounds for rejection of the “or equal” substitution request. City shall, within a reasonable period of time after having received a request for substitution, issue in writing its decision as to whether the proposed substitute item is an “or equal” item. City’s decision shall be conclusive on all Bidders.
 - B. Approved “or equal” substitutions shall be listed in Addenda and become part of the Contract Documents.
 - C. Substitutions may be requested after Award of Contract only in accordance with requirements specified in Section 01600, Product Requirements.
13. **WAGE RATES – Prevailing Wages Requirements.** The Contractor shall pay prevailing wages to any worker(s) employed by the Contractor or any of its subcontractors under this Contract. The term “worker” is defined under California Labor Code Sections 1723 and 1772. A prevailing wage is the basic hourly rate the majority of workers in a particular craft or classification earn. The prevailing wage also is based on the locality and nearest labor market. The California Department of Industrial Relations annually determines prevailing wage for various crafts, job classifications and job types. The general prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform the Work required under this Contract, as determined by the State of California Department of Industrial Relations (the “DIR”), are available from the Division of Labor Standards, 455 Golden Gate Avenue, San Francisco, CA 94102 (P.O. Box 420603, San Francisco, CA 94142-0603) or on the DIR website at www.dir.ca.gov/dlsr. Also, Contractor shall post the applicable prevailing wage rates at the Site and ensure they are on file in the City Clerk’s Office.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.
15. **BID OPENING.** City will open all Bidders’ Envelopes “A,” on the date and time specified in paragraph 1 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein. City will not open Envelopes “B” publicly. Except for the Apparent Low Bidder’s Envelope “B” (or as otherwise provided in this Document 00200), all other Envelopes “B” will remain unopened.

16. **DETERMINATION OF APPARENT LOW BIDDER (Envelope "A").** Apparent Low Bid will be based solely on the total amount of all Bid items (including any Alternates and any items subject to revocation). The Bids will be opened and the apparent low bidder announced following the opening of all Bids.
17. **EVALUATION OF BIDDER RESPONSIBILITY (Envelope "B").**
- A. City will open Apparent Low Bidder's Envelope "B" and check its contents for compliance with this paragraph 17. City will notify Apparent Low Bidder in writing of any deviations 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 first (1st) Working Day after the fourth (4th) Day following the opening of the Bidders' Envelope "A"s, subject to paragraph 25 below.
- C. Document 00450, Statement of Qualifications for Construction Work, sets forth certain minimum criteria for a Bidder to be found responsible. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
- 1) Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
 - 2) Ability to secure, in accordance with the Contract Documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.
 - 3) Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
 - 4) Projects Public Experience. Evidence that Bidder and its team, including without limitation its Subcontractors (hereafter, including Bidder if Bidder performs such Work itself, "designated Subcontractor(s)"), have the human and physical resources of sufficient quantity and quality to perform the Work under Contract Documents in a timely and Specification-compliant manner, to include:
 - a) Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
 - b) Minimum licensing requirements including evidence of a valid California contractor's license for the Bidder and evidence of requisite licenses for Key Personnel of Bidder or any designated Subcontractor(s).
 - c) Sufficiency of proposed quality assurance plan to meet the requirements of the Contract Documents.
 - d) Bidder's safety record.
 - e) Minimum experience requirements of the prime contractor including the completion of projects specified in Document 00450, Statement of Qualifications for Construction Work.

- f) A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
 - g) Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract Documents. Minimum experience requirements of Key Personnel including the completion of projects of similar nature and complexity and having of experience on projects of similar nature and complexity.
 - h) Bidder shall expressly indicate which, if any, of the foregoing designated Subcontractor(s)' functions it will perform itself.
- 5) The following are minimum requirements for the designated Subcontractor(s) to be found responsible to perform the Work. (Unless the designated Subcontractor(s) is found responsible, Bidder will be found non-responsible.)
- a) Evidence that Bidder's named Subcontractor has the human and physical resources of sufficient quantity and quality to perform those aspects of the Contract in a timely and Specification-compliant manner, to include:
 - b) Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
 - c) A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
 - d) Installation of projects similar in nature and complexity to this Project as specified in Document 00450, Statement of Qualifications for Construction Work.
 - e) The installation supervisor shall have worked in a similar capacity on projects similar in nature and complexity to this Project per Document 00450, Statement of Qualifications for Construction Work.
- 6) Storm drain/pollutant runoff experience. Evidence that bidder and its team, including its designated Subcontractor(s), can and will comply with the City's requirements and best management practices related to discharge into storm drain systems.

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

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

- B. City may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as City deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. City shall have the right to consider information provided by sources other than Bidder. City shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
 - D. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by the City to increase or diminish the amount of work under any classification as advantages to design or construction needs require.
 - E. City may determine whether a Bidder is qualified in its sole discretionary judgment.
19. **AWARD.** If the Contract is to be awarded, it will be awarded to the lowest responsible and responsive Bidder. Following completion of all required City procedures and receipt of all City approvals, City will issue Document 00510, Notice of Award to successful Bidder.
20. **BID PROTEST.** Any Bid protest must be submitted in writing to the City Clerk's Office (Attention: Project Engineer), before 3:30 p.m. on the first (1st) Working Day after the fourth (4th) Day following the opening of Bids.
- A. The initial protest document must contain a complete statement of the basis for the protest.
 - B. The protest must refer to the specific portion of the document that forms the basis for the protest.
 - C. The protest must include the name, address, and telephone number of the person representing the protesting party.
 - D. Only Bidders who the City otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, City may open and evaluate information contained in any protesting Bidder's Envelope "B", and conduct the same investigation and evaluation as City is entitled to take regarding an Apparent Low Bidder. Any such opened Envelope "B" shall also be subject to all provisions of paragraph 25.
 - E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- 1) The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.
21. **POST-NOTICE OF AWARD REQUIREMENTS.** After Notice of Award, the successful Bidder must execute and submit the documents indicated in Document 00510, Notice of Award.
 - A. City shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. City may elect to extend the time to receive faithful performance and labor and material payment bonds.
 - B. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles City to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.
 22. **FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If Bidder to whom Contract is awarded shall, within the period described in Document 00510, Notice of Award, fails or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, City may, in its sole discretion, foreclose on Bidder's deposit surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages. In addition, upon such failure City may determine the next Apparent Low Bidder and proceed accordingly.
 23. **MODIFICATION OF COMMENCEMENT OF WORK.** City expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. City accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
 24. **WITHDRAWAL OF BIDS.** Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with the City at the City's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the City to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.
 25. **PUBLIC RECORDS ACT REQUESTS.**
 - A. Per the Public Records Act, City will make available to the public Bidder's SOQ (if Bidder's Envelope "B" is opened), all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00200, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, City will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder (including but not limited to the SOQ). Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

- B. Upon a request for records regarding this Bid, City will notify Bidder involved within ten (10) Days from receipt of the request of a specific time when the records will be made available for inspection. If the Bidder timely identifies any “proprietary, trade secret, or confidential commercial or financial” information that Bidder determines is not subject to public disclosure, and requests City to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend City’s refusal to produce the information in all forums; otherwise, City will make such information available to the extent required by applicable law, without restriction.
 - C. Information disclosed in the SOQ (if Envelope “B” is opened) and the attendant submissions are the property of City unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.
26. **CONFORMED CONSTRUCTION DOCUMENTS.** Following Award of Contract, City may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing objection, constitute the approved set of Contract Documents.
27. **DEFINITIONS.** All abbreviations and definitions of terms used in this Document 00200 are set forth in Document 00050, References and Definitions.

END OF DOCUMENT

DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

Date _____, 201__

POTENTIAL BIDDER: _____

CITY: THE CITY OF SANTA CLARA, CALIFORNIA

SITE: [_____] , Santa Clara, California

PROJECT: REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED FY 2015-16 (CE 15-16-01)

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

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

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 00320, Geotechnical Data and Existing Conditions.
4. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 00700, General Conditions, and Document 00810, Insurance Requirements.

[Paragraph 5 and Signatures Follow on Next Page]

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

Name of Bidder

By: _____
Signature

By: _____
Signature

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

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

END OF DOCUMENT

DOCUMENT 00250

BID CONTENTS, EVALUATION, SELECTION, AND AWARD

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

**CITY OF SANTA CLARA
REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED
FY 2015-16 PROJECT**

2. All abbreviations and definitions of terms used herein are defined in Document 00050, References and Definitions.
3. Bidders shall submit Bids in two (2) separate sealed Envelopes marked "Envelope A" and "Envelope B."
4. At the designated time of Bid opening, City will open the Envelope A submitted by each Bidder, initially evaluate it for responsiveness, and determine an Apparent Low Bidder as specified herein. City will not open the Envelope B submitted by each Bidder publicly, and except for the Apparent Low Bidder's Envelope B (or as otherwise provided in this Document 00250), they will remain unopened.

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

- 5.1 Document 00400, Bid.
- 5.2 Document 00411, Bidder's Bond. Bid Security supplied in accordance with Document 00200, Instructions to Bidders.
- 5.3 Document 00420, Bidder Registration and Safety Experience.
- 5.4 Document 00421, Declaration of Contractor's License and Registration Status.
- 5.5 Document 00430, Subcontractors List.
- 5.6 Document 00435, Principals Interested in this Bid.
- 5.7 Document 00440, Affidavit of Compliance With Ethical Standards for Contractors.
- 5.8 ~~Document 00460, Schedule of Major Equipment and Material Suppliers. (NOT USED)~~
- 5.9 Document 00481, Non-Collusion Affidavit.
- 5.10 Document 00482, Bidder Certifications.
- 5.11 Document 00654, Worker's Compensation Insurance Statement.

- 5.12 Document 00910, Federal Requirements and Materials.
Federal forms to be submitted with bid:
- a. Sponsor/Developer/Contractor Affirmative Action Acknowledgment Form for E.O. 11246
 - b. Certification of Non-Segregated Facilities by Contractor
 - c. Non-Collusion Affidavit of Bidder
 - d. Suggested Minority/Women's Business Enterprise Clauses
 - e. Exhibit A – Utilization Report (see City of Santa Clara Section 3 Affirmative Action Plan)
 - f. Exhibit B – List of Eligible Project Area Businesses to be Utilized on the Project (see City of Santa Clara Section 3 Affirmative Action Plan)

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

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

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

8. EVALUATION OF BIDDER RESPONSIBILITY (ENVELOPE B)

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

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

END OF DOCUMENT

DOCUMENT 00400

BID

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

CITY OF SANTA CLARA, CALIFORNIA

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

THIS BID SUBMITTED BY:

(Firm/Company Name)

**RE: CONTRACT NUMBER CE 15-16-01, (REMOVAL OF BARRIERS TO THE PHYSICALLY
CHALLENGED FY 2015-16 PROJECT)**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Santa Clara, California, a chartered California municipal corporation, in the form included in the Contract Documents, Document 00520, Agreement, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100, Invitation to Bid, and Document 00200, Instructions to Bidders, including without limitation, those dealing with the length of time this Bid remains open and the disposition of Bid security. The Bidder will sign and submit the Agreement, Insurance, Bonds and other documents required by Document 00200, Instructions to Bidders, by the time and in the manner set forth therein.
3. In submitting this Bid, the Bidder represents that:
 - (a) Bidder has examined all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder

[Attach additional pages if necessary]

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, analysis, and given notices, regarding the Project and the Site, as set forth in Document 00520, Agreement.
- (c) Bidder has received and examined copies of the following technical specifications on City-provided, Contractor-installed equipment: **None**

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

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

SCHEDULE OF BID PRICES

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

Base Bid Items

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Curved Curb Ramp (ST-14 or ST-14M)	25	EA		\$
2.	Straight Curb Ramp (ST-15 or ST-15M)	3	EA		\$
3.	Curb Ramp with PCC Valley Gutter Replacement (VG-1)	6	EA		\$
4.*	Sidewalk Removal and Reconstruction	434	SF		\$
5.*	Curb and Gutter Removal and Reconstruction	103	LF		\$
6.	Remove Existing Thermoplastic Pavement	1	LS		\$
7.	Install Thermoplastic Pavement Marking/Striping	 	 	 	
7.a	Striping – Limit Lines, Crosswalk	593	LF		\$
7.b	Striping– Caltrans Std. Detail 22 No Passing Zones with Type “D” Yellow Retroreflective Markers	625	LF		\$
7.c	Pavement Marking – “STOP”	13	EA		\$
7.d	Pavement Marking – “YIELD	2	EA		\$
7.e	Pavement Marking - Yield Line (Triangles)	16	EA		\$
TOTAL BASE BID PRICE					\$

Total Base Bid Price:

(in Words)

* "Paragraph 1.5.D. of Document 01200, Measurement and Payment, shall not apply to Bid Item No. 4 and 5.

5. Subcontractors for work included in all Bid items are listed on the attached Document 00430, Subcontractors List Form.
6. The undersigned Bidder understands that City reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in documents referenced in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200, Instructions to Bidders, within the times specified therein. These documents include, but are not limited to Document 00520, Agreement, Document 00610, Construction Performance Bond, and Document 00620, Construction Labor and Material Payment Bond.
8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.
9. The undersigned Bidder herewith encloses a certified check or cashier's check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of ten percent (10%) of Total Bid Price, and made payable to City of Santa Clara.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700, General Conditions, and to complete all work within the time specified in Document 00520, Agreement. The undersigned Bidder acknowledges that City has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
11. The undersigned Bidder agrees that, in accordance with Document 00700, General Conditions, liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520, Agreement shall be as set forth in Document 00520, Agreement.

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

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

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

Where incorporated, if applicable

Principals

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

By: _____

Its: _____

(If Corporation: Chairman, President or Vice President)

By: _____

Its: _____

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

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

Officers authorized to sign contracts:

Business Address:

Telephone:

Fax Number:

Date of Bid:

END OF DOCUMENT

DOCUMENT 00411

BIDDER'S BOND

KNOW ALL BY THESE PRESENTS:

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

WHEREAS, the said Principal is submitting a Bid for City Contract Number CE 15-16-01, REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED FY 2015-16 PROJECT.

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

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

(Corporate Seal)

By

Principal

Surety

(Corporate Seal)

By

Attorney in Fact

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

STATE OF CALIFORNIA)
County of _____)

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

STATE OF CALIFORNIA)
County of _____)

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

WITNESS my hand and official seal.

Signature _____ (Seal)

END OF DOCUMENT

DOCUMENT 00420

BIDDER REGISTRATION AND SAFETY EXPERIENCE

1. INSTRUCTIONS

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

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

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

Full Corporate Name of Company:

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
 _____ Non-Profit 501 C3 _____ Corporation
 _____ Other (please explain: _____)

2. INSURANCE

A. Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

B. General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

C. Automotive Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

D. Professional Liability (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

E. Environmental Impairment Liability (if applicable):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

3. SAFETY EXPERIENCE

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

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

a. 2014: _____

b. 2013: _____

c. 2012: _____

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

a. Number of lost workday cases _____

b. Number of medical treatment cases _____

c. Number of fatalities _____

3. Employee hours worked last year _____

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

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

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

SIGNATURE

DATE

END OF DOCUMENT

DOCUMENT 00421

DECLARATION OF CONTRACTOR'S LICENSE¹ AND REGISTRATION² STATUS

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

- A. The State Contractor's license number for the signatory Contractor is:
_____.
- B. The license expiration date is: _____.
- C. The State Contractor's registration number for the signatory Contractor is:
_____.
- D. The registration expiration date is: _____.

Executed on _____, 201__ at _____, California.

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

CONTRACTOR

[Contractor's Firm Name – Print or Type]

[Signatory's Name – Print or Type]

[Signature]

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

END OF DOCUMENT

¹ California Business & Professions Code § 7028.15.

² California Labor Code § 1725.5.

DOCUMENT 00430

SUBCONTRACTORS LIST

Bidder's Name: _____

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

Full Name of Subcontractor and Business Location: (City and State)	Subcontractor's License No.	Subcontractor's Registration No.	Description of Work: Reference To Bid Items	Percentage of Contract Work

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

DOCUMENT 00435

PRINCIPALS INTERESTED IN THIS BID

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

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

Principal's Name:	
Mailing Address:	
Title:	

Principal's Name:	
Mailing Address:	
Title:	

Principal's Name:	
Mailing Address:	
Title:	

Principal's Name:	
Mailing Address:	
Title:	

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

END OF DOCUMENT

DOCUMENT 00440

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

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

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

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

Corporation, Partnership, etc.

Signature

Title

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

STATE OF CALIFORNIA)
County of _____)

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

WITNESS my hand and official seal.

Signature _____ (Seal)

END OF DOCUMENT

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

Instructions: Each Bidder must answer each and every question in this Document 00450, Statement of Qualifications for Construction Work (SOQ). Bidders must fully answer each and every question, including subparts, under penalty of perjury. Any Bidder who fails to complete this SOQ or any part of it, may be deemed to have submitted a non-responsive bid and the bid may not receive any further consideration.

1. **Bidder's Experience.** Describe at least three (3) projects completed in the past five (5) years substantially similar in nature and complexity to the Project. (For purposes of this question, "substantially similar" shall mean the same type of work, such as curb, gutter, sidewalk, curb ramps, etc., where the contract amount of each project was at least \$100,000.)
2. **Key Personnel.** Please attach copies of the resumes of all key personnel that will work on the Project. The resumes must include all of the following minimum information:
 - Name
 - Proposed Assignment on the Project
 - Years of Experience
 - Education (degree, year obtained, school)
 - Professional Registrations
 - Experience directly related to the Project
 - Fluency in English
3. **Licensing.**
 - (a) Does Bidder have valid and current California "A" Contractor's License for the proposed work?
 - (b) Has Bidder's license been suspended or revoked at any time during the last five years? If Bidder answers yes, please give the date, duration of the suspension and reason for the suspension or revocation.
4. **Safety.**
 - (a) Has any government agency, such as Cal/OSHA, Federal OSHA or the EPA cited Bidder for any reason in the last five years? If Bidder answers "yes" to this question, attach a summary of each citation and how it was resolved.
 - (b) Briefly describe Bidder's safety program, including safety meetings, training, and inspections.
5. **Prevailing Wages.** Has Bidder been cited during the last five years for failing to pay prevailing wages? If Bidder answers "yes" to this question, please state how many times Bidder has been cited and give the dates for and a summary of each citation.

6. Storm Drain/Pollutant Runoff. Has Bidder been cited, by any combination of authorized governmental agencies, for illegal or improper discharge(s) into storm drain systems three (3) or more times within the past five (5) years? Bidder will be immediately disqualified if the answer is Yes.
7. Performance. Has Bidder defaulted, been terminated for cause or had a Surety complete a contract for Bidder in the last five years? If Bidder answers "yes" to this question, attach a description of the project, the name of the project, the name of the public agency and the public agency's contact person's name, title, and phone number.
8. Claims. Has Bidder had any claims, litigation or disputes that resulted in mediation, arbitration or litigation in the last five years? If Bidder answers "yes" to this question, please give the name of the project, amount of the project, amount of the claim, litigation or dispute, and outcome of the claim, litigation or dispute, including the dollar amount of any settlements.
9. Bankruptcy. Has Bidder reorganized under any bankruptcy law during the last five years and if "yes", when?
10. Insurance. Has Bidder ever been terminated by an insurance company, if "yes" why and when were you terminated?
11. Organization. Has Bidder used any other names or reorganized its structure during the last five years? If "yes", please state all former names or structures and the date(s) of the change(s).
12. Litigation History. Description of litigation history for the past ten (10) years, including names of involved parties, nature of dispute, and disposition.

Bidder hereby certifies that responses provided above are true, complete, and accurate. Bidder makes this certification under penalty of perjury of the laws of the State of California.

COMPANY NAME

SIGNATURE

PRINTED NAME

TITLE

DATE

TIME

END OF DOCUMENT

DOCUMENT 00460

SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS

(NOT USED)

END OF DOCUMENT

DOCUMENT 00481

**NON-COLLUSION AFFIDAVIT
PUBLIC CONTRACT CODE §7106**

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

The undersigned declares:

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

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

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

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

(Name of Bidder)

(Signature of Principal)

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

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

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

[Notarization Follows on Next Page]

///

STATE OF CALIFORNIA)
County of _____)

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

WITNESS my hand and official seal.

Signature _____ (Seal)

END OF DOCUMENT

DOCUMENT 00482

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

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

1. CERTIFICATE OF NON-DISCRIMINATION

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

2. STATEMENT OF CONVICTIONS

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

3. PREVIOUS DISQUALIFICATIONS

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

4. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

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5. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Sections 1725.5 and 1773 of the Labor Code, which require the registration of the Contractor and subcontractors with the Department of Industrial Relations and the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with Section 1776, regarding wage records, and with Section 1777.5, regarding the employment and training of apprentices, of the Labor Code. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

Bidder: _____

Type of Entity: _____

By: _____

(Authorized signature on behalf of Contractor)

Name: _____

Title: _____

Local Address: _____

Telephone () _____

Fax: () _____

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

END OF DOCUMENT

DOCUMENT 00490

**ADDENDA
(Sample)**

**City of Santa Clara
Engineering Department**

Addendum Number: []

Project: REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED FY 2015-16

Invitation Number: CE 15-16-01

Date: _____, 201__

Bid Date: _____, 201__

Bid Opening: 3:00 P.M.

TO ALL BIDDERS:

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

SPECIFICATIONS:

DRAWINGS:

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

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

Issued by the City of Santa Clara

**Rajeev Batra
Director of Public Works/City Engineer**

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

_____, 201__

DELIVERY VIA:

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

BIDDER'S NAME:

BIDDER'S ADDRESS:

ATTENTION:

CONTRACT REFERENCE: City of Santa Clara Contract No. CE 15-16-01

PROJECT REFERENCE: REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED FY 2015-16 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 and your firm has been determined to be the lowest responsible and responsive bidder. Based on your bid and City staff recommendation, the Santa Clara City Council awarded the Contract to your firm on _____, 201__ for the construction of the REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED FY 2015-16 PROJECT (the "Project"). The Total Contract Price for this Contract is _____ thousand, _____ hundred, _____ dollars and _____ cents (\$_____.00).

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

1. One (1) complete original of Contract Document 00520, Agreement, having original signature(s) of authorized representatives of your firm on the signature page.
2. One (1) complete original of Contract Document 00610, Construction Performance Bond, indicating that the required bond has been purchased in an amount equal to the Contract price. The bond must be fully executed by both authorized representatives of your firm and your surety. The signature of the surety must be notarized and the notary form attached to Document 00610.
3. One (1) complete original of Contract Document 00620, Construction Labor and Materials Payment Bond, indicating that the required bond has been purchased in amount equal to the Contract price. The bond must be fully executed by both authorized representatives of your firm and your surety. The signature of the surety must be notarized and the notary form attached to Document 00620.
4. One (1) completed original of Contract Document 00630, Guaranty, with original signature(s) of authorized representatives of your firm.

5. ~~One (1) complete copy of all documentary information received or generated by Contractor in preparation of Bid prices for the Contract Documents as set forth in Contract Document 00670, Escrow Bid Documents. (NOT USED)~~
6. Deliver to the City's insurance compliance contractor, Ebix BPO, all of the required Certificate(s) of Insurance showing proof that all of the required insurance policies, as well as all of the required policy endorsements, have been purchased and properly completed. Also, please provide a written indication that the required insurance company ratings have been met, as set forth in Contract Document 00820, Insurance Requirements. Please forward all insurance compliance information to:

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

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

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

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

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

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

Once again, congratulations on being awarded this Contract. We look forward to working with your firm on this Project. If you have any questions regarding this Notice of Award, please contact contact Vincent Luchessi, in the City Engineering Department at 1+(408) 615-3048.

Sincerely,

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

END OF DOCUMENT

DOCUMENT 00520

AGREEMENT

**City of Santa Clara Contract Number CE 15-16-01
Project Title: REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED
FY 2015-16**

PREAMBLE

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

The Parties agree as follows:

AGREEMENT PROVISIONS

Article 1. Work

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

Article 2. Agency and Notices to City

- 2.1 City has designated the City Engineer or his/her designee to act as City's Representative(s), who will represent City in performing City's duties and responsibilities and exercising City's rights and authorities in Contract Documents. City may change the individual(s) acting as City's Representative(s), or delegate one or more specific functions to one or more specific City's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.
- 2.2 City has designated Jim Parissenti or his designee to act as Construction Manager. City may assign all or part of the City Representative's rights, responsibilities and duties to Construction Manager. City may change the identity of the Construction Manager at any time with notice and without liability to Contractor.
- 2.3 City has designated Vincent Luchessi to act as Project Engineer. City may change the identity of the Project Engineer at any time with notice and without liability to Contractor.
- 2.4 All notices or demands to City under the Contract Documents shall be delivered to the City's Representative at 1500 Warburton Avenue, Santa Clara, California 95050, or to such other person(s) and address(es) as City shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

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

3.1.1 The Work shall reach Substantial Completion within thirty (30) Working Days from the date when the Contract Time commences to run.

3.1.2 The Work shall reach Final Completion within forty (40) Working Days from the date when the Contract Time commences to run.

3.2 Liquidated Damages.

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

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

3.2.1 \$300 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion, until the Work reaches Substantial Completion.

3.2.2 \$100 for each Day that expires after the time specified herein for Contractor to achieve Final Completion, until the Work reaches Final Completion.

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

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

Article 4. Total Contract Price

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

///

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

Article 5. Contractor's Representations and Warranties

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

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00320, Geotechnical Data and Existing Conditions, which may be apparent at the Site, or which may appear in the Drawings and accepts the determination set forth in these documents and Document 00700, General Conditions of the limited extent of the information contained in these documents and materials upon which the Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in these documents, reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700, General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.

- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Article 6. Contract Documents

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

CONTRACT DOCUMENTS

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

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

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement are defined in Document 00700, General Conditions and Section 00050, References and Definitions, and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance is any person, signing this Agreement for or on behalf of City or acting as an employee, agent or representative of City, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 et seq.
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

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

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

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

Approved as to form:

RICHARD E. NOSKY, JR.
City Attorney

JULIO J. FUENTES
City Manager

Attest:

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

ROD DIRIDON, JR.
City Clerk

“City”

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

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

(Please Print or Type Name)

Title: _____

Local Address: _____

Telephone: () -
Fax: () -

“Contractor”

END OF DOCUMENT

DOCUMENT 00550

NOTICE TO PROCEED

Date: _____, 201__

Name
Company
Address
City, State Zip

Re: NOTICE TO PROCEED - REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED
FY 2015-16 PROJECT
CE 15-16-01

Dear _____:

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

Time will be charged on the Project beginning _____, 201__. Document 00520 provides thirty (30) Working Days to achieve Substantial Completion and forty (40) Working Days to achieve Final Completion. The calculated date of Substantial Completion is _____, 201__ and the calculated date of Final Completion is _____, 201__. Should the Work not be completed on time, liquidated damages are to be charged at the rate of \$300 per Day up to Substantial Completion and \$100 per Day up to Final Completion.

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

Sincerely,

Rajeev Batra
Director of Public Works / City Engineer

James Parissenti
Principal Engineer – Field Services

RB:JP:___

cc: _____, PWI

END OF DOCUMENT

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

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

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

**THE REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED
FY 2015-16 PROJECT**

City Contract Number: CE15-16-01

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

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

CONTRACTOR AS PRINCIPAL:

SURETY:

Name: _____

Name: _____

Principal Place of Business:

Principal Place of Business:

Address: _____

Address: _____

City/State/Zip _____

City/State/Zip _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Please Note: Surety signature must be notarized)

(Please Apply Corporate Seal Here)

(Please Apply Corporate Seal Here)

Approved as to Form:

City Attorney

Date: _____, 201__

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
 - 3.1 City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 City has agreed to pay the Balance of the Contract Price:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without City's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to City for a contract for performance and completion of the Construction Contract, and, upon determination by City of the lowest responsible bidder, arrange for a contract to be prepared for execution by City and the contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Price, then Surety shall pay to City the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith its monetary obligation to City under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the Amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Price. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the work is located. Communications from City to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520, Agreement. Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.
- 12.1 Balance of the Contract Price: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
 - 12.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700, General Conditions.
 - 12.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.
13. Surety shall submit following documents along with this Construction Performance Bond:
- 13.1 Verification that Surety is admitted to transact surety business the State of California; and
 - 13.2 Copy of Surety's Certificate of authority issued by the insurance Commissioner of the State of California along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

END OF DOCUMENT

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

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

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

**THE REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED
FY 2015-16 PROJECT**

City Contract Number: CE 15-16-01

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

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

CONTRACTOR AS PRINCIPAL:

SURETY:

Name: _____

Name: _____

Principal Place of Business:

Principal Place of Business:

Address: _____

Address: _____

City/State/Zip _____

City/State/Zip _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Please Note: Surety signature must be notarized)

(Please Apply Corporate Seal Here)

(Please Apply Corporate Seal Here)

Approved as to Form:

City Attorney

Date: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to City, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided City has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no City Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions.
 - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
 - 13.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 13.3 City Default: Material failure of City, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.
14. Surety shall submit following documents along with this Construction Labor and Material Payment Bond:
 - 14.1 Verification that Surety is admitted to transact surety business the State of California; and
 - 14.2 Copy of Surety's Certificate of authority issued by the insurance Commissioner of the State of California along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

END OF DOCUMENT

DOCUMENT 00630

GUARANTY

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

**THE REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED
FY 2015-16 PROJECT**

SANTA CLARA, CALIFORNIA

1. The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.
2. Contractor hereby grants to City for a period of one (1) year following the date of Final Completion, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.
3. Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one (1) year, or longer if specified in the Contract Documents, from the date of Final Completion.
4. If within one (1) year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
5. Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.
6. All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 00050, References and Definitions.

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

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

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

(Please Print or Type Name)

Title

Local Address: _____

Telephone: (____) ____ - _____

Fax: (____) ____ - _____

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

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

RECITALS

- A. City and Contractor entered into Contract Number CE 15-16-01 (the “Contract”).
- B. The Work under the Contract has been completed.

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

AGREEMENT

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

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

- 2. Subject to the provisions of this Agreement and Release, City will forthwith pay to Contractor the sum of \$ _____ Dollars and _____ Cents (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with City as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against City arising from the Contract, except for the claims described in paragraph 4 of this Document 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against City, and all of its agents, employees, consultants (including without limitation Consulting Engineer), inspectors, representatives, assignees and transferees except for the Disputed Claims set forth in paragraph 4 of this Document 00650. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in paragraph 6 of this Document 00650.

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

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

[Insert information, including attachment if necessary]

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

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

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

“Contractor”

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

Local Address: _____

Telephone: (____) ____ - _____

Fax: (____) ____ - _____

“City”

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

Approved as to form:

RICHARD E. NOSKY, JR.
City Attorney

JULIO J. FUENTES
City Manager

Attest:

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

ROD DIRIDON, JR.
City Clerk

Date: _____, 201__

END OF DOCUMENT

DOCUMENT 00654

WORKERS' COMPENSATION INSURANCE STATEMENT

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

Contractor hereby states the following:

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

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

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

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

- a. The Contractor has purchased and is maintaining a valid Workers' Compensation Insurance Policy in a form approved by the California Insurance Commissioner, and that said Workers' Compensation Insurance Policy is in full force and effect on behalf of the Contractor;
- b. The full deposit premium on the policy has been paid;
- c. The coverage afforded to the Contractor under its Workers' Compensation Insurance Policy is in accordance with the Workers' Compensation Law of California and complies with California statutory limits;
- d. Verification of the expiration date of the Contractor's Workers' Compensation Insurance Policy;
- e. Advance written notice shall be given to the City in the event of cancellation of the policy. The undersigned shall provide such notice to the City of Santa Clara, within the time period specified in Document 00820, Insurance Requirements; and

///

///

///

///

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

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

By: _____
Print/Type Name of Signatory

Its: _____
Title of Signatory

Signed this _____ day of _____, 201__.

END OF DOCUMENT

DOCUMENT 00660
SUBSTITUTION REQUEST

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

Project: REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED
FY 2015-16

Bidder/Contractor: _____
[note applicable]

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

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

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

Proposed Substitution: _____

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

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

A. Does the substitution affect dimensions shown on Drawings?

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

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

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

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

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

Submitted by:

Bidder/Contractor
[note applicable]

For Use by City or Design Consultant:

____ Accepted ____ Accepted as Noted

Signature

____ Not Accepted ____ Received Too Late

Name

By: _____

Address

Date: _____

City/State/Zip

Remarks: _____

Telephone: _____

Date: _____, 201____

END OF DOCUMENT

DOCUMENT 00680

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

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

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

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to Contract Number CE 15-16-01 entered into between City and Contractor for the REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED FY 2015-16 PROJECT in the amount of [_____] dated [_____, 201_] (the "Contract"). Alternatively, on written request of Contractor, City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify City within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between City and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. City shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00680.
3. When City makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when City pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of City. Such expenses and payment terms shall be determined by City, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to Escrow Agent that City consents to withdrawal of amount sought to be withdrawn by Contractor.

7. City shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City.
8. Upon receipt of written notification from City certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from City and Contractor pursuant to paragraphs 5 through 8, inclusive, of this Document 00680 and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective are as follows:

ON BEHALF OF CITY:

Title

Name

Signature

Address

City/State/Zip

ON BEHALF OF CONTRACTOR:

Title

Name

Signature

Address

City/State/Zip

ON BEHALF OF ESCROW AGENT:

Title

Name

Signature

Address

City/State/Zip

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

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

CITY:

CONTRACTOR:

Title

Title

Name

Name

Signature

Signature

ESCROW AGENT:

Title

Name

Signature

REVIEWED AS TO FORM:

City Attorney

Date

_____, 201__

END OF DOCUMENT

DOCUMENT 00690

PUBLIC WORKS CONTRACT CHANGE ORDER

PUBLIC WORKS CONTRACT CHANGE ORDER NO.

(Per City of Santa Clara Public Works Agreement)

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

PROJECT NAME: REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED FY 2015-16
 CITY CONTRACT NO. 15-16-01

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

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

Description of Change(s) to be Made:

CHANGE IN CONTRACT PRICE:

Net Change This Change Order:
 \$

CHANGE IN CONTRACT TIMES:

Net Change in Contract Time Per This Change Order:

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

ENGINEER Recommended:

By: _____
 Engineer
 (Authorized Signature)

Date: _____

DEPARTMENT HEAD Recommended:

By: _____

Date: _____

CONTRACTOR Accepted and Agreed:

By: _____
 Contractor
 (Authorized Signature)

Date: _____

CITY OF SANTA CLARA Approved:

By: _____
 City Manager

Attest: _____
 City Clerk

Approved as to Form:

 City Attorney

Date: _____
 The Effective Date of this Change Order

S:\Attorney\AGREEMENTS\Change Orders\Change Order Template PW.doc [rev. 03/17/11]

END OF DOCUMENT

DOCUMENT 00800
SUPPLEMENTARY CONDITIONS

1. SUMMARY

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

2. SUPPLEMENTS

A. Supplement to Section 16, "Working Conditions and Prevailing Wages"

1. A new Paragraph in Subsection 16.7, "Nondiscrimination," reading in full as follows, is hereby added:

"This project is receiving federal funds and will be subject to applicable federal nondiscrimination policies under Section 3. "Equal Employment Opportunity Documents," of Document 00910, Federal Requirements and Materials, of the Contract Documents."

2. A new Paragraph in Subsection 16.8, "Prevailing Wages," reading in full as follows, is hereby added:

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

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

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

See Document 00910, Federal Requirements and Materials, of the Contract Documents for the applicable Davis-Bacon prevailing wages."

END OF DOCUMENT

DOCUMENT 00820

INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

\$3,000,000 Each occurrence
\$3,000,000 General Aggregate
\$3,000,000 Products/Completed Operations Aggregate
\$3,000,000 Personal Injury
\$3,000,000 Project Aggregate

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; 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 two million dollars (\$2,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of 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. POLLUTION LIABILITY (NOT APPLICABLE)

~~In the event that this contract involves hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors shall provide a Contractor's Pollution Liability Insurance policy with coverage limits not less than two million dollars (\$2,000,000) each claim in connection with the Work performed under this Contract. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible must be declared to and approved by City. Such policy shall cover, at a minimum, liability for bodily injury, damage to and loss of use of property, and clean-up costs arising from sudden, accidental and gradual pollution and remediation in connection with the Work under this Agreement. Contractor will use its best efforts to have the City, Council, officers, employees and volunteers added as additional insureds under this policy. The following provisions shall apply:~~

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

E. COMPLIANCE WITH REQUIREMENTS

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

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

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

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Document 00820.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Requirements of specific insurance coverage features described in this Agreement shall not be construed to be a limitation of liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise. Such requirements are not intended by any Party to be limited to providing coverage for the vicarious liability of the City or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this Agreement in any way relating to City is intended to apply to the full extent of the policies involved.
2. Contractor shall maintain all required insurance policies in full force and effect during entire period of performance of the Services under this Agreement of Contract Documents. Contractor shall also keep such insurance in force during warranty and guarantee periods. At time of making application for extension of time, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.

3. City reserves the right, at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor thirty (30) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate in good faith additional compensation proportional to the increased benefit to City.
4. Any type of insurance or any increase of limits of liability not described in this Exhibit which Contractor requires for its own protection or in compliance with applicable statutes or regulations, shall be Contractors' responsibility and at its own expense.
5. No liability insurance coverage provided by Contractor to comply with the terms of this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against indemnitees. Any property insurance policies affected by Contractor shall be endorsed to delete the subrogation condition as to indemnitees or shall specifically allow Contractor to waive subrogation prior to a loss. Contractor hereby waives any right of recovery against the indemnitees and agrees to require any subcontractor to do so.
6. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
7. Contractor shall cooperate fully with City and Contractor's insurance companies in any safety and accident prevention program and claims handling procedures as established for the performance of Services under this Agreement.
8. All coverage types and limits required under this Agreement are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage which may affect City's protection without City's prior written consent.
9. For purposes of applying insurance coverage only, all contracts pertaining to the performance of services will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
10. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any of the insurance requirements set forth in this Agreement in no way imposes any additional obligations on City nor does it waive any of the City's rights under this Agreement or any other regard.
11. Any provision in this Agreement dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the Parties here to be interpreted as such.
12. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such

I. QUALIFYING INSURERS

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

END OF DOCUMENT

DOCUMENT 00910

**FEDERAL REQUIREMENTS AND MATERIALS
(CDBG AND HUD FUNDING)**

TABLE OF CONTENTS

I. FEDERAL FORMS TO BE SUBMITTED WITH BID:

- a) Sponsor/Developer/Contractor Affirmative Action Acknowledgment Form for E.O. 11246
- b) Certification of Non-Segregated Facilities by Contractor
- c) Non-Collusion Affidavit by Bidder
- d) Suggested Minority/Women’s Business Enterprise Clauses
- e) Exhibit A – Utilization Report (see City of Santa Clara Section 3 Affirmative Action Plan)
- f) Exhibit B – List of Eligible Project Area Businesses to be Utilized on the Project (see City of Santa Clara Section 3 Affirmative Action Plan)

II. FEDERAL REQUIREMENTS AND MATERIALS

1. FEDERAL LABOR STANDARDS PROVISIONS (HUD-4010)

2. DAVIS BACON – PREVAILING WAGE AND SALARY RATES

3. EQUAL EMPLOYMENT OPPORTUNITY DOCUMENTS

- a) Affirmative Action Requirements
- b) The Equal Opportunity Clause..... (EXHIBIT C-1)
- c) Standard Federal EEO Construction Contract Specifications (E.O. 11246) (EXHIBIT C-2)
- d) Sponsor/Developer/Contractor Affirmative Action Acknowledgment Form for E.O. 11246..... (EXHIBIT C-3)

DOCUMENT 00910**FEDERAL REQUIREMENTS AND MATERIALS
(CDBG AND HUD FUNDING)**

TABLE OF CONTENTS (continuation)

4. MISCELLANEOUS FORMS AND FEDERAL REQUIREMENTS

a) Miscellaneous Forms:

- 1) Certification of Non-segregated Facilities by Contractor
- 2) Certification of Non-segregated Facilities by Subcontractor
- 3) Non-collusion Affidavit of Bidder
- 4) Non-collusion Affidavit of Subcontractor

b) Federal Requirements

- 1) Flood Disaster Protection
- 2) Clean Air Act and Federal Water Pollution Act
- 3) Nondiscrimination Under Title VI of the Civil Rights Act of 1964
- 4) Compliance with HUD Requirements
- 5) Contractor Maintenance of Records
- 6) Applicable Federal Civil Rights Laws and Executive Orders
- 7) Protection of Environment
- 8) Architectural Barriers Act of 1968
- 9) Prohibition of and Elimination of Lead-based Paint Hazard
- 10) Prohibition Against Payments of Bonus or Commission
- 11) Federal Labor Standards Provisions
- 12) Davis-Bacon Act – Minimum Wages
- 13) Copeland Act Anti-Kick Back Requirements

5. SECTION 3 OF THE HUD ACT OF 1968, AS AMENDED

a) Section 3 of the HUD Act of 1968, as Amended

b) Notice

c) Suggested Minority/Women's Business Enterprise Clauses

d) Affirmative Action Requirements (City of Santa Clara Advice to Contractors)

e) City of Santa Clara Section 3 Affirmative Action Plan

- 1) Utilization Report (EXHIBIT A)
- 2) List of Eligible Project Area Businesses to be Utilized on the Project (EXHIBIT B)

**I. FEDERAL FORMS TO BE
SUBMITTED WITH BID**

**SPONSOR/DEVELOPER/CONTRACTOR AFFIRMATIVE ACTION
ACKNOWLEDGEMENT FORM FOR E.O. 11246**

The undersigned acknowledges that the Affirmative Action requirements are in effect for the subdivision/project.

The requirements will be incorporated into our plans and specifications, and in all our contracts over \$10,000 or open-end contracts expected to exceed \$10,000.

We will submit a list of all our contractors over \$10,000 to the Department of Labor within 10 working days of the date of award of the contract.

We will also submit copies of the Contractor and Subcontractor's monthly reports to the Department of Labor, to arrive no later than the 5th day of each month.

Signature & Title of
SPONSOR/DEVELOPER

Signature & Title of
SPONSOR/DEVELOPER

For CITY OF SANTA CLARA
Name of Company

For _____
Name of Company

1500 Warburton Avenue
Street & Number

Street & Number

Santa Clara, CA 95050
City, State & Zip

City, State & Zip

FHA Project Number: **CE 15-16-01**

FHA Project Name: **REMOVAL OF BARRIERS TO THE**
PHYSICALLY CHALLENGED FY 2015-16

FHA Project Location: **SANTA CLARA, CALIFORNIA**

This format meets the requirements of Executive Order 11246, as amended.

CERTIFICATION OF NON-SEGREGATED FACILITIES BY CONTRACTOR
(TO BE SUBMITTED WITH BID)

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for the employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. ' 1001.

Date _____, 20____.

Official Address (including Zip Code) : By _____

(Title)

CERTIFICATION OF NON-SEGREGATED FACILITIES BY CONTRACTOR
(TO BE SUBMITTED WITH BID)

SUGGESTED MINORITY/WOMEN'S BUSINESS ENTERPRISE CLAUSES
(TO BE INCORPORATED IN BID DOCUMENTS)

- A. It is the policy of _____ to take positive steps to maximize the utilization of minority and women's business enterprises in all contract activity administered by the Housing Authority.

- B. The Contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business, at least 50 percent of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.

- C. The Contractor will submit the following statement as part of his/her sealed bid:

I have taken affirmative action to seek out and consider minority and women's business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

<u>Name and Address of Minority/ Women's Firms Contractor Anticipates Utilizing*</u>	<u>Category of Work</u>	<u>Dollar Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid _____ **Total Subcontract Amount** _____

Minority/Women's Enterprise Total of Subcontract Amount _____

*Indicate whether business is owned by a minority or a woman.

EXHIBIT "B"

**LIST OF ELIGIBLE PROJECT AREA BUSINESSES
TO BE UTILIZED ON THE PROJECT**

NAME AND ADDRESS	DESCRIPTION OF WORK OR MATERIALS TO BE SUPPLIED	DOLLAR AMOUNT

II. FEDERAL REQUIREMENTS AND MATERIALS

1. FEDERAL LABOR STANDARDS PROVISIONS (HUD-4010)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

II. FEDERAL REQUIREMENTS AND MATERIALS

2. DAVIS-BACON PREVAILING WAGE AND SALARY RATES

General Decision Number: CA150029 05/08/2015 CA29

Superseded General Decision Number: CA20140029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	01/30/2015
4	02/13/2015
5	02/20/2015
6	02/27/2015
7	03/13/2015
8	03/27/2015
9	04/10/2015
10	04/17/2015
11	04/24/2015
12	05/01/2015
13	05/08/2015

ASBE0016-004 01/01/2015

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1.....	\$ 28.30	7.75
Area 2.....	\$ 32.38	7.75

ASBE0016-008 01/01/2015

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN
FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA,
MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 59.38	19.83
Area 2.....	\$ 44.05	18.62

BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 42.06	33.43
Area 2.....	\$ 38.37	31.32

BRCA0003-001 08/01/2013

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.05	14.01

BRCA0003-003 08/01/2013

	Rates	Fringes
MARBLE MASON.....	\$ 39.30	22.48

 BRCA0003-005 05/01/2013

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 35.41	19.92
(7) San Francisco, San Mateo.....	\$ 39.96	23.79
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 40.98	20.49
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 36.48	19.59
(16) Monterey, Santa Cruz...	\$ 37.80	22.46

 BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.15	13.93
TERRAZZO WORKER/SETTER.....	\$ 39.95	24.39

 BRCA0003-011 04/01/2014

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 22.76	12.37
Area 2.....	\$ 22.58	12.50
Area 3.....	\$ 22.40	11.58
Tile Layer		
Area 1.....	\$ 39.42	13.77
Area 2.....	\$ 36.43	13.74
Area 3.....	\$ 29.78	13.10

 CARP0022-001 07/01/2014

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53

Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

 CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 39.60	30.73
Diver standby.....	\$ 44.56	30.73
Diver Tender.....	\$ 43.56	30.73
Diver wet.....	\$ 89.12	30.73
Manifold Operator (mixed gas).....	\$ 48.56	30.73
Manifold Operator (Standby).....	\$ 43.56	30.73

DEPTH PAY (Surface Diving):
 050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver.....	\$ 40.60	30.73

 CARP0035-007 07/01/2014

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 23.36	18.31
Installer II.....	\$ 19.93	18.31
Lead Installer.....	\$ 26.81	18.81
Master Installer.....	\$ 31.03	18.81
Area 2		
Installer I.....	\$ 20.71	18.31
Installer II.....	\$ 17.76	18.31
Lead Installer.....	\$ 23.68	18.81
Master Installer.....	\$ 27.31	18.81
Area 3		
Installer I.....	\$ 19.76	18.31
Installer II.....	\$ 16.99	18.31
Lead Installer.....	\$ 22.56	18.81
Master Installer.....	\$ 29.58	18.81

CARP0035-008 08/01/2014

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 40.35	27.97
Area 2.....	\$ 34.47	27.97
Area 3.....	\$ 34.97	27.97
Area 4.....	\$ 33.62	27.97
Drywall Stocker/Scrapper		
Area 1.....	\$ 20.18	16.30
Area 2.....	\$ 17.24	16.30
Area 3.....	\$ 17.49	16.30
Area 4.....	\$ 16.81	16.30

CARP0152-001 07/01/2014

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

CARP0152-002 07/01/2014

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 34.62	27.53
Journeyman Carpenter.....	\$ 34.47	27.53
Millwright.....	\$ 34.97	29.12

CARP0152-004 07/01/2014

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

CARP0217-001 07/01/2014

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

CARP0405-001 07/01/2014

Santa Clara County

Rates	Fringes
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Carpenters

Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

 CARP0405-002 07/01/2014

San Benito County

Rates

Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 34.53	27.53
Journeyman Carpenter.....	\$ 34.47	27.53
Millwright.....	\$ 36.97	29.12

 CARP0505-001 07/01/2014

Santa Cruz County

Rates

Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 34.62	27.53
Journeyman Carpenter.....	\$ 34.47	27.53
Millwright.....	\$ 36.97	29.12

 CARP0605-001 07/01/2014

Monterey County

Rates

Fringes

Carpenters

Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 34.62	27.53

Journeyman Carpenter.....	\$ 34.47	27.53
Millwright.....	\$ 36.97	29.12

CARP0701-001 07/01/2014

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

CARP0713-001 07/01/2014

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.50	27.53
Journeyman Carpenter.....	\$ 40.35	27.53
Millwright.....	\$ 40.45	29.12

CARP1109-001 07/01/2014

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 40.35	27.53
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 33.27	27.53
Journeyman Carpenter.....	\$ 33.12	27.53
Millwright.....	\$ 35.62	29.12

ELEC0006-004 12/01/2014

SAN FRANCISCO COUNTY

Rates	Fringes
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Sound & Communications

Installer.....	\$ 32.82	16.79
Technician.....	\$ 37.37	16.93

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0006-007 06/23/2014

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 58.82	28.91

 ELEC0100-002 06/01/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.05	19.67

 ELEC0100-005 12/01/2014

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 27.34	16.12
Technician.....	\$ 32.13	16.26

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone

interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

 ELEC0234-001 03/23/2015

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A.....	\$ 41.90	22.86
Zone B.....	\$ 46.09	22.99

Zone A: All of Santa Cruz, Monterey, and San Benito Counties

within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

 ELEC0234-003 12/01/2014

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 32.32	16.27
Technician.....	\$ 35.66	16.24

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0302-001 06/01/2014

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 51.67	26.12
ELECTRICIAN.....	\$ 45.26	25.93

 ELEC0302-003 12/01/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 32.32	16.27
Technician.....	\$ 36.80	16.40

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0332-001 06/01/2014

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 62.41	32.102
ELECTRICIAN.....	\$ 54.27	31.858

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

 ELEC0332-003 12/01/2014

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 32.32	16.27
Technician.....	\$ 36.80	16.40

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0595-001 06/01/2014

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 55.29	3%+29.81
ELECTRICIAN.....	\$ 49.15	3%+29.81

 ELEC0595-002 06/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 39.09	7.5%+21.74
ELECTRICIAN		
(1) Tunnel work.....	\$ 36.49	7.5%+21.74
(2) All other work.....	\$ 34.75	7.5%+21.74

 ELEC0595-006 12/01/2014

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 32.32	16.27
Technician.....	\$ 36.80	16.41

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways

(including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 28.22	16.15
Technician.....	\$ 32.13	16.27

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2014

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 52.50	28.81

ELEC0617-003 12/01/2013

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 31.32	16.24
Technician.....	\$ 35.66	16.37

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other

data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

 ELEC0684-001 01/01/2015

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.50	20.30

CABLE SPLICER = 110% of Journeyman Electrician

 * ELEC0684-004 12/01/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 32.13	16.26
Technician.....	\$ 34.29	3%+13.70

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are

installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 50.30	50.30	15.00
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 40.17	40.17	14.56
(3) Groundman.....\$ 30.73	30.73	13.48
(4) Powderman.....\$ 44.91	44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 60.39	60.39	28.38

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....\$ 40.53	40.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....\$ 35.57	35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 34.45	34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 31.15	31.15	27.81
AREA 2:		

(1) Leverman.....	\$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman.....	\$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 33.15	27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

Rates

Fringes

OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 39.85	27.44
GROUP 2.....	\$ 38.32	27.44
GROUP 3.....	\$ 36.84	27.44
GROUP 4.....	\$ 35.46	27.44
GROUP 5.....	\$ 34.19	27.44
GROUP 6.....	\$ 32.87	27.44
GROUP 7.....	\$ 31.73	27.44
GROUP 8.....	\$ 30.59	27.44
GROUP 8-A.....	\$ 28.38	27.44
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 40.73	27.44
Oiler.....	\$ 33.76	27.44
Truck crane oiler.....	\$ 37.33	27.44
GROUP 2		
Cranes.....	\$ 38.97	27.44
Oiler.....	\$ 33.50	27.44
Truck crane oiler.....	\$ 37.04	27.44
GROUP 3		
Cranes.....	\$ 37.23	27.44
Hydraulic.....	\$ 32.87	27.44
Oiler.....	\$ 33.26	27.44
Truck Crane Oiler.....	\$ 36.77	27.44
GROUP 4		
Cranes.....	\$ 34.19	27.44
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 41.07	27.44
Oiler.....	\$ 31.81	27.44
Truck crane oiler.....	\$ 34.09	27.44
GROUP 2		
Lifting devices.....	\$ 39.25	27.44
Oiler.....	\$ 31.54	27.44
Truck Crane Oiler.....	\$ 33.84	27.44
GROUP 3		
Lifting devices.....	\$ 37.57	27.44
Oiler.....	\$ 31.32	27.44
Truck Crane Oiler.....	\$ 33.55	27.44
GROUP 4		
Lifting devices.....	\$ 35.80	27.44
GROUP 5		
Lifting devices.....	\$ 34.50	27.44
GROUP 6		
Lifting devices.....	\$ 33.16	27.44
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 41.70	27.44
Oiler.....	\$ 32.15	27.44
Truck Crane Oiler.....	\$ 34.38	27.44
GROUP 2		
Cranes.....	\$ 39.93	27.44
Oiler.....	\$ 31.88	27.44
Truck Crane Oiler.....	\$ 34.16	27.44
GROUP 3		

Cranes.....	\$ 38.45	27.44
Hydraulic.....	\$ 32.67	27.44
Oiler.....	\$ 31.66	27.44
Truck Crane Oiler.....	\$ 33.89	27.44
GROUP 4		
Cranes.....	\$ 36.43	27.44
GROUP 5		
Cranes.....	\$ 35.13	27.44
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 35.95	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.36	27.44
GROUP 4.....	\$ 32.22	27.44
GROUP 5.....	\$ 31.08	27.44
UNDERGROUND:		
GROUP 1.....	\$ 35.85	27.44
GROUP 1-A.....	\$ 38.32	27.44
GROUP 2.....	\$ 34.59	27.44
GROUP 3.....	\$ 33.26	27.44
GROUP 4.....	\$ 32.12	27.44
GROUP 5.....	\$ 30.98	27.44

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and

grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab

machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot fire tender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeast border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
 Area 1: Remainder
 Area 2: Eastern part

TUOLUMNE COUNTY:
 Area 1: Remainder
 Area 2: Eastern Part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 29.64	25.71
AREA 2.....	\$ 31.64	25.71
GROUP 2		
AREA 1.....	\$ 26.04	25.71
AREA 2.....	\$ 28.04	25.71
GROUP 3		
AREA 1.....	\$ 21.43	25.71
AREA 2.....	\$ 23.43	25.71

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
 Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
 Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
 Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
 Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
 Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
 Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
 Counties
 Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
 Shasta County
 Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
 Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
 Area 2: Eastern Part

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	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.08	18.24
Ornamental, Reinforcing and Structural.....	\$ 33.50	28.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
 Reserve-Niland,
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training

Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 20.06	9.62
LABORER (Lead Removal)		
Area A.....	\$ 29.02	19.42
Area B.....	\$ 28.02	19.42

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 29.09	18.66
GROUP 1.....	\$ 28.39	18.66
GROUP 1-a.....	\$ 28.61	18.66
GROUP 1-c.....	\$ 28.44	18.66
GROUP 1-e.....	\$ 28.94	18.66
GROUP 1-f.....	\$ 28.97	18.66
GROUP 1-g (Contra Costa County).....	\$ 28.59	18.66
GROUP 2.....	\$ 28.24	18.66
GROUP 3.....	\$ 28.14	18.66
GROUP 4.....	\$ 21.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 28.09	18.66
GROUP 1.....	\$ 27.39	18.66
GROUP 1-a.....	\$ 27.61	18.66
GROUP 1-c.....	\$ 27.44	18.66
GROUP 1-e.....	\$ 27.94	18.66
GROUP 1-f.....	\$ 27.97	18.66
GROUP 2.....	\$ 27.24	18.66
GROUP 3.....	\$ 27.14	18.66
GROUP 4.....	\$ 20.83	18.66
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 29.35	18.66
GROUP 2.....	\$ 28.85	18.66
GROUP 3.....	\$ 28.26	18.66
GROUP 4.....	\$ 28.14	18.66
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 28.35	18.66
GROUP 2.....	\$ 27.85	18.66
GROUP 3.....	\$ 27.26	18.66
GROUP 4.....	\$ 27.14	18.66
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 28.39	18.66
GROUP 2.....	\$ 28.24	18.66
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 27.39	18.66
GROUP 2.....	\$ 27.24	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 28.14	18.66
(2) Establishment Warranty Period.....	\$ 21.83	18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 27.14	18.66
(2) Establishment Warranty Period.....	\$ 20.83	18.66

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-002 06/30/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..\$	27.14	19.03
Traffic Control Person I....\$	27.44	19.03
Traffic Control Person II...\$	24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of

temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 06/30/2014

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.11	17.34

LABO0073-005 06/30/2014

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LABO0166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LABO0261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-003 06/30/2014

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 28.14	19.03
Area B.....	\$ 27.14	19.03
Traffic Control Person I		
Area A.....	\$ 28.44	19.03
Area B.....	\$ 27.44	19.03
Traffic Control Person II		
Area A.....	\$ 25.94	19.03
Area B.....	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/30/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49

GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.70	16.53

LABO0294-001 06/30/2014

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 31.11	17.34

LABO0294-002 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03
Traffic Control Person I....	\$ 27.44	19.03
Traffic Control Person II...	\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-002 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03
Traffic Control Person II...	\$ 25.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-002 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 28.14	19.03
Traffic Control Person I....	\$ 28.44	19.03

Traffic Control Person II...\$ 25.94 19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/30/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 34.60	19.49
GROUP 2.....	\$ 34.37	19.49
GROUP 3.....	\$ 34.12	19.49
GROUP 4.....	\$ 33.67	19.49
GROUP 5.....	\$ 33.13	19.49
Shotcrete Specialist.....	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 27.14	19.03

Traffic Control Person I....\$ 27.44	19.03
Traffic Control Person II...\$ 24.94	19.03

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$ 34.60	34.60	19.49
GROUP 2.....\$ 34.37	34.37	19.49
GROUP 3.....\$ 34.12	34.12	19.49
GROUP 4.....\$ 33.67	33.67	19.49
GROUP 5.....\$ 33.13	33.13	19.49
Shotcrete Specialist.....\$ 35.12	35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 06/30/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....\$ 31.11	31.11	17.34

LABO1414-004 08/07/2013

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 30.00	16.36
Work on a swing stage scaffold: \$1.00 per hour additional.		

LABO1414-007 08/07/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36
Work on a swing stage scaffold: \$1.00 per hour additional.		

LABO1414-008 08/07/2013

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36
Work on a swing stage scaffold: \$1.00 per hour additional.		

LABO1414-010 08/07/2013

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 28.00	16.36
5 Stories and above.....	\$ 30.00	16.36
Work on a swing stage scaffold: \$1.00 per hour additional.		

LABO1414-011 08/07/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 30.00	16.36
Work on a swing stage scaffold: \$1.00 per hour additional.		

PAIN0016-001 01/01/2015

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 36.45	21.48

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2015

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 40.37	21.28
AREA 2.....	\$ 36.24	19.88

PAIN0016-012 01/01/2015

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.20	18.73

PAIN0016-015 01/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 30.85	16.85

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00

additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-022 01/01/2015

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 40.07	21.48

PAIN0169-001 01/01/2015

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 34.83	19.75

PAIN0169-005 01/01/2015

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 43.48	24.19

PAIN0294-004 01/01/2015

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 25.67	15.68
Drywall Finisher/Taper.....	\$ 30.47	16.81

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2015

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.83	17.39

PAIN0767-001 01/01/2015

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 33.79	22.49

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.26	11.65
GROUP 2.....	\$ 29.12	11.65
GROUP 3.....	\$ 29.46	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2015

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.79	14.93

PLAS0066-002 07/01/2014

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 35.34	24.21

PLAS0300-001 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.44	22.26

AREA 224: San Benito, Santa Clara, Santa Cruz.....\$ 31.59	22.26
AREA 295: Calaveras & San Joaquin Counties.....\$ 31.41	22.26
AREA 337: Monterey County..\$ 30.52	22.26
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....\$ 31.41	22.26

PLAS0300-005 06/30/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 30.00		22.07

PLUM0038-001 07/01/2014

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....\$ 64.00		43.29

PLUM0038-005 07/01/2014

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....\$ 54.40		32.15

PLUM0062-001 01/01/2015

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....\$ 41.30		25.94

PLUM0159-001 07/01/2014

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....\$ 50.88		33.64
(2) All other work.....\$ 51.77		28.39

PLUM0246-001 01/01/2015

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....\$ 37.50		26.14

PLUM0246-004 07/01/2013

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	9.77

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2014

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 54.71	35.99
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 54.71	35.99

PLUM0355-004 07/01/2014

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.55	9.25

PLUM0393-001 07/01/2014

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 57.41	33.08

 PLUM0442-001 01/01/2015

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 38.50	25.89

 PLUM0467-001 07/01/2014

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 57.50	31.16

 ROOF0027-002 09/01/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 26.37	12.68

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

 ROOF0040-002 08/01/2014

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 35.19	13.75

 ROOF0081-001 08/01/2014

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 35.06	13.89

 ROOF0081-004 08/01/2014

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 31.94	13.64

ROOF0095-002 08/01/2014

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 37.14	14.57
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker.....	\$ 39.14	14.57

SFCA0483-001 01/01/2015

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 56.02	27.77

SFCA0669-011 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.98	19.35

SHEE0104-001 01/01/2015

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000.....	\$ 45.26	38.82
All Other Work.....	\$ 50.71	40.05
AREA 2.....	\$ 41.59	29.66
AREA 3.....	\$ 43.77	30.00

SHEE0104-003 01/01/2015

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.59	28.66

SHEE0104-005 01/01/2015

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding).....	\$ 36.03	31.30

SHEE0104-007 01/01/2015

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 34.60	31.55

SHEE0104-015 01/01/2015ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 33.86	31.83

SHEE0104-018 01/01/2015CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 33.86	31.83

TEAM0094-001 07/01/2014

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.96	24.28
GROUP 2.....	\$ 28.26	24.28
GROUP 3.....	\$ 28.56	24.28
GROUP 4.....	\$ 28.91	24.28
GROUP 5.....	\$ 29.26	24.28

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without
auger); Dumpcrete truck; Skid truck (debris box); Dry

pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceworker; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

II. FEDERAL REQUIREMENTS AND MATERIALS

3. EQUAL EMPLOYMENT OPPORTUNITY DOCUMENTS

AFFIRMATIVE ACTION REQUIREMENTS

CITY OF SANTA CLARA ADVICE TO CONTRACTORS

PURPOSE: EQUAL OPPORTUNITY

The purpose of the included federal regulations and forms is to ensure equal opportunity in the building trades for all persons regardless of:

1. Race
2. Color
3. Religion
4. National origin
5. Sex

New female and minority participation goals and timetables are established.

SOURCE OF REGULATIONS: APPLICABILITY TO CONTRACTS IN EXCESS OF \$10,000

The Department of Labor, Office of Federal Contract Compliance Programs has issued these following regulations and made them applicable to all Federal or federally assisted construction contracts in excess of \$10,000. (The \$10,000 amount applies to prime contractors and individual subcontractors in excess of that amount.)

1. EXHIBITS C

- a. Exhibit C-1 (2 pages)

Read carefully the Equal Opportunity Clauses

- b. Exhibit C-2 (6 pages)

Read carefully the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

- c. Exhibit C-3 (1 page)

Sign and submit to HUD within 10 days of award of contract.

2. CONTRACTOR'S RESPONSIBILITIES

Reiterates responsibility of Contractor to carry out the affirmative action and non-discrimination purpose of the regulations.

THE EQUAL OPPORTUNITY CLAUSE

The Applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33F.R. 7804, May 28, 1968, as amended at 34 FR 744, Jan. 17, 1969;40 FR 14083, Mar. 28, 1975)

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
3. "Employer identification number" means the Federal Social Security number used on the employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941.
4. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G1 through 16 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results

from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the

policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees, having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
12. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to

ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G1 through 16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G1 through 16 of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- I. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- K. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

- L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive order 11246, as amended.
- M. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliations if any, employee identification number when assigned, social security number, race, sex, status (e.g., Mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**SPONSOR/DEVELOPER/CONTRACTOR AFFIRMATIVE ACTION
ACKNOWLEDGEMENT FORM FOR E.O. 11246**

The undersigned acknowledges that the Affirmative Action requirements are in effect for the subdivision/project.

The requirements will be incorporated into our plans and specifications, and in all our contracts over \$10,000 or open-end contracts expected to exceed \$10,000.

We will submit a list of all our contractors over \$10,000 to the Department of Labor within 10 working days of the date of award of the contract.

We will also submit copies of the Contractor and Subcontractor's monthly reports to the Department of Labor, to arrive no later than the 5th day of each month.

Signature & Title of
SPONSOR/DEVELOPER

Signature & Title of
SPONSOR/DEVELOPER

For CITY OF SANTA CLARA
Name of Company

For _____
Name of Company

1500 Warburton Avenue
Street & Number

Street & Number

Santa Clara, CA 95050
City, State & Zip

City, State & Zip

FHA Project Number: **CE 15-16-01**

FHA Project Name: **REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED FY 2015-16**

FHA Project Location: **SANTA CLARA, CALIFORNIA**

This format meets the requirements of Executive Order 11246, as amended.

II. FEDERAL REQUIREMENTS AND MATERIALS

4. MISCELLANEOUS FORMS AND FEDERAL REQUIREMENTS

CERTIFICATION OF NON-SEGREGATED FACILITIES BY CONTRACTOR
(TO BE SUBMITTED WITH BID)

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for the employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. ' 1001.

Date _____, 20____.

Official Address (including Zip Code) : By _____

(Title)

CERTIFICATION OF NON-SEGREGATED FACILITIES BY CONTRACTOR
(TO BE SUBMITTED WITH BID)

CERTIFICATION OF NON-SEGREGATED FACILITIES BY SUBCONTRACTOR
(For Subcontracts in Excess of \$10,000)
(TO BE SUBMITTED PRIOR TO AWARD OF SUBCONTRACT)

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for the employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. ' 1001.

Date _____, 20____.

Official Address (including Zip Code) : By _____

(Title)

CERTIFICATION OF NON-SEGREGATED FACILITIES BY SUBCONTRACTOR
(For Subcontracts in Excess of \$10,000)
(TO BE SUBMITTED PRIOR TO AWARD OF SUBCONTRACT)

FEDERAL REQUIREMENTS

1. FLOOD DISASTER PROTECTION

Contractor shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234, 42 U.S.C. 4001 et seq.), and the standards issued thereto. No portion of the moneys to be paid to Contractor pursuant to this agreement shall be used for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201 (d) of said Act; and the use of any of said moneys for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with funds provided under this agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this agreement.

2. CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT

This agreement is subject to the requirements of the Clean Air Act, as amended (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 and 40 CFR Part 61, respectively, as amended from time to time. Contractor shall comply with the same.

In compliance with said regulations, Contractor shall be subject to and shall insert in full in all subcontracts, with respect to any nonexempt transaction thereunder funded with assistance provided under this agreement, the following requirements:

- a. Any facility to be utilized in the performance of any nonexempt subcontract shall not be listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

- b. Prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- c. A commitment that all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder shall be complied with.

3. NONDISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of an entitled to enforce such covenant and will not itself so discriminate.

4. COMPLIANCE WITH HUD REQUIREMENTS

Contractor and its subcontractor shall comply with all requirements imposed by HUD including, but not limited to special requirements of law, program requirements, and other administrative requirements.

5. CONTRACTOR MAINTENANCE OF RECORDS

- a. Establishment and Maintenance of Records. Contractor shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect property (a) all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred to perform this agreement., and (b) all other matters covered by this agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by HUD or the CITY.

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- b. Preservation of Records. Contractor shall preserve and make available its records (a) until the expiration of five years from the date of final payment to Contractor under this agreement, and (b) for such longer, if any, as is required by applicable law, or (c) if this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.
- c. Examination of Records; Facilities. At any time during normal business hours, and as often as the Comptroller General of the United States, HUD and/or the CITY may deem necessary, Contractor agrees that such Comptroller General, HUD and/or City or any duly authorized representative of any thereof, shall until expiration of (a) five years after final payment under this agreement, or (b) such longer period as may be prescribed in paragraph 2 hereinabove, have access to and the right to examine Contractor's plants, offices, and facilities engaged in performance of this agreement and all its records with respect to all matters covered by this agreement, excepting those falling within the attorney-client privilege, and those falling within the attorney work-product privilege, provided that in the event of a dispute regarding the applicability of the attorney work-product privilege to specific records the parties agree to submit the dispute to an impartial arbitrator agreeable to both parties. Costs of such arbitration shall be divided equally between the parties. Contractor also agrees that such Comptroller General, HUD and/or the CITY or any duly authorized representatives of any thereof have the right to audit, examine and make excerpts or transcripts of and from, such records and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data relating to matters covered by this agreement.

6. APPLICABLE FEDERAL CIVIL RIGHTS LAWS AND EXECUTIVE ORDERS

Contractor herein agrees to provide those services and that work specified in this agreement. In providing said services and work, Contractor shall strictly, when applicable, adhere to the following Federal Civil Rights Laws and Executive Orders: (a) Title VI of the Civil Rights Act of 1964, which provides that no person in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; (b) Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to Title I of said Act; (c) Title VIII of the Civil Rights Act of 1968, which provides for fair housing throughout the United States; (d) Executive order 11063, which provides for equal opportunity in housing and

related facilities provided by Federal financial assistance; (e) Executive Order 11246, which provides that there shall be no discrimination in employment under federally-assisted construction contracts; and (f) Section 3 of the HUD Act of 1968, which provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by persons residing in the are of the project.

Contractor shall comply with all requirements imposed by or pursuant to said Federal laws and executive orders, including any applicable amendments thereto.

Contractor is responsible for becoming familiar with said Federal laws and executive orders. Failure on the part of executive orders shall in no way relieve Contractor of its responsibility to adhere to same, and Contractor herein acknowledges this responsibility.

7. PROTECTION OF ENVIRONMENT

Contractor will, in connection with its performance of the project, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.):

- a. Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of historic Places that are subject to Adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
- b. Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

8. ARCHITECTURAL BARRIERS ACT OF 1968

Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with Community Development Block Grant funds (provided under 24 CFR 570) shall comply with the requirements of the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1--R 1971, subject to the exceptions contained in 41 CFR Subpart 101-19.604, issued pursuant to the Architectural Barriers Act of 1968, 42 U.S.C. 4151.

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9. PROHIBITION OF AND ELIMINATION OF LEAD-BASED PAINT HAZARD

Contractor shall comply with the regulations issued by the Secretary of HUD set forth in Part 35 of 24 CFR. issued pursuant to the Lead-based Paint Poisoning Act (42 U.S.C. 4831 et, seq.) and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing Federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards, every subcontract, including painting, shall include a prohibition against use of lead-based paint.

10. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

Payment pursuant to this contract shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the applications for additional assistance, or any other approval or concurrence of HUD required under this agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited.

11. FEDERAL LABOR STANDARDS PROVISIONS

A copy of the Federal Labor Standards Provisions (HUD-4010) of the U.S. Department of Housing and Urban Development is contained in the Project Specifications. These provisions address issues such as minimum wages, overtime compensation, employment of apprentices/trainees, age limitations, etc. HUD forms, copies of which are contained in the Project Specifications, concerning Labor Standards and Prevailing Wage Requirements shall be submitted to the City as required.

12. DAVIS-BACON ACT – MINIMUM WAGES

Attention to bidders is particularly directed to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract documents. This contract is subject to the Davis-Bacon Act. A copy of the applicable Davis-Bacon Wage Rates is contained in the Project Specifications. Any reference to wages is intended to refer to the BASIC WAGE RATES or the provisions of the Davis-Bacon Act, whichever is higher. (Wages applicable as of contract award date.)

13. COPELAND ACT ANTI-KICK BACK REQUIREMENTS

Attention of bidders is directed to this act (18 USC 874) and Department of Labor regulations (29 CFR, Part 3), which require that each contractor or

subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. The recipients of funds under this project shall report all suspected or reported violations to: Community Services Division, City of Santa Clara, 1500 Civic Center Drive, Santa Clara, CA 95050, (408) 615-2490.

II. FEDERAL REQUIREMENTS AND MATERIALS

5.
SECTION 3 OF THE HOUSING AND URBAN
DEVELOPMENT ACT OF 1968, AS AMENDED

SECTION 3 OF THE HUD ACT OF 1968, AS AMENDED

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.B.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these rules.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract of understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to all employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipients, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

NOTICE

NOTICE OF WORK BEING PERFORMED PURSUANT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.B.C. 1701U.

The City of Santa Clara has awarded the undersigned contractor the work for:

**REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED FY 2015-16
(CONTRACT NO. CE 15-16-01)**

Said work is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.B.C. 1701u.

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

Date: _____

(Type Firm Name)

(Signature)

(Type Name and Title)

Notice to be given as follows:

1. Post copies of this Notice in conspicuous places available to employees and applicants for employment training.
2. Contractor shall send copies of this Notice to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract of understanding.

SUGGESTED MINORITY/WOMEN'S BUSINESS ENTERPRISE CLAUSES
(TO BE INCORPORATED IN BID DOCUMENTS)

- A. It is the policy of _____ to take positive steps to maximize the utilization of minority and women's business enterprises in all contract activity administered by the Housing Authority.

- B. The Contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business, at least 50 percent of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.

- C. The Contractor will submit the following statement as part of his/her sealed bid:

I have taken affirmative action to seek out and consider minority and women's business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

<u>Name and Address of Minority/ Women's Firms Contractor Anticipates Utilizing*</u>	<u>Category of Work</u>	<u>Dollar Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid _____ **Total Subcontract Amount** _____

Minority/Women's Enterprise Total of Subcontract Amount _____

*Indicate whether business is owned by a minority or a woman.

AFFIRMATIVE ACTION REQUIREMENTS

CITY OF SANTA CLARA ADVICE TO CONTRACTORS

PURPOSE: EQUAL OPPORTUNITY

The purpose of the included federal regulations and forms is to ensure equal opportunity in the building trades for all persons regardless of:

1. Race
2. Color
3. Religion
4. National origin
5. Sex

New female and minority participation goals and timetables are established.

SOURCE OF REGULATIONS: APPLICABILITY TO CONTRACTS IN EXCESS OF \$10,000

The Department of Labor, Office of Federal Contract Compliance Programs has issued these following regulations and made them applicable to all Federal or federally assisted construction contracts in excess of \$10,000. (The \$10,000 amount applies to prime contractors and individual subcontractors in excess of that amount.)

1. EXHIBITS C

- a. Exhibit C-1 (2 pages)

Read carefully the Equal Opportunity Clauses

- b. Exhibit C-2 (6 pages)

Read carefully the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

- c. Exhibit C-3 (1 page)

Sign and submit to HUD within 10 days of award of contract.

2. CONTRACTOR'S RESPONSIBILITIES

Reiterates responsibility of Contractor to carry out the affirmative action and non-discrimination purpose of the regulations.

CITY OF SANTA CLARA
SECTION 3 AFFIRMATIVE ACTION PLAN

1. **Purpose:** The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u, 24 CFR Part 135) is to ensure that employment and other economic activities generated by federal assistance under the Community Development Block Grant (CDBG) and Home Investment Partnerships Act (HOME) programs are, to the greatest extent feasible, directed to low and very low income persons, particularly those who are recipients of governmental assistance for housing, and to business concerns that provide economic opportunities to low and very low income persons.

2. **Responsibility:** The Housing & Community Services Division shall be responsible to:
 - a) Determine the applicability of Section 3 to each construction or rehabilitation project funded by City CDBG and/or HOME funds;
 - b) Assure that, during the procurement process, notice of the City's Section 3 Affirmative Action Plan is provided to potential contractors who may receive federal funds from the City; and
 - c) Document compliance by Section 3 Contractors and Section 3 Subcontractors with the City's Section 3 Affirmative Action Plan.

3. **Policy:** It shall be the policy of the City of Santa Clara to maintain an ongoing program that assures the opportunity for contracting, training, employment and recruitment of low and very low income persons and businesses residing in the Section 3 Area to the greatest extent possible.

4. **Definitions**
 - a) **Contracting Party** – The City of Santa Clara.
 - b) **Section 3 Contractor** – An individual, company, corporation, partnership, or other business entity that performs work in connection with a Section 3 Covered Project. A subcontractor with a contract of \$100,000 or more must meet the same Section 3 compliance requirements as a Contractor.
 - c) **Section 3 Area** – The entirety of the area located within the jurisdictional boundaries of the County of Santa Clara.
 - d) **Section 3 Resident** – A persons who resides in public housing or the Section 3 Area and qualifies as a low income person, which is a person residing in a household whose income is 80% or less of the area median income, adjusted for household size.
 - f) **Section 3 Business** – A business entity located in the Section 3 Area that meets one of the following three criteria:
 - 1) 51% or more owned by a Section 3 Resident(s); or
 - 2) 30% of permanent, full-time employed staff are Section 3 Residents, or were Section 3 Residents within three years of the date of first employment; or

- 3) 25% of subcontracts are committed to Section 3 Business Concerns (i.e., a business that meets criteria 1 or 2).
- g) Section 3 Project – Any project involving housing construction, housing rehabilitation, or other public construction, for which the amount of assistance is \$200,000 or more, regardless of whether the project is fully or partially funded with federal assistance.

5. City of Santa Clara Section 3 Affirmative Actions: The City of Santa Clara will undertake the following actions to affirmatively further the purposes of Section 3, to the greatest extent possible:

- a) Implement procedures to notify Section 3 Residents about training and employment opportunities generated by Section 3 Projects. At minimum, this shall include notices to the Housing Authority of Santa Clara County and owners of all affordable housing projects administered by the Housing & Community Services Division.
- b) Implement procedures to notify Section 3 Businesses about contracting opportunities generated by Section 3 Projects. At minimum, this shall include notification to builder exchanges on the list maintained by the Department of Public Works for its standard public works bid packet.
- c) Notify potential contractors, during the procurement process, of the applicability and requirements of Section 3, by incorporating the Section 3 clause from 24 CFR 135.38 and this Section 3 Affirmative Action Plan in all solicitations and contracts.
- d) Cooperate with other federal entitlement jurisdictions in Santa Clara to facilitate the training and employment of Section 3 Residents and the award of contracts to Section 3 Businesses.
- e) Encourage businesses to enter into joint venture proposals with local Section 3 Businesses, especially those in the City of Santa Clara, in the bidding and negotiation process.
- f) Document actions taken to implement this Action Plan and to comply with the requirements of 24 CFR Part 135, including the results of such activities and impediments, if any.
- g) Require appropriate documentation from Section 3 Contractors of their actions and the results of those actions in meeting the requirements of Section 3,
- h) Submit an annual report (due September 30 of each year) to HUD summarizing the City's actions in meeting the requirements of Section 3, in accordance with 24 CFR 135.90.
- i) Assist and coordinate with the U.S. Department of Housing & Urban Development (HUD) in obtaining the compliance of Section 3 Contractors and subcontractors and refrain from entering into any contract with any contractor when the City is aware that the contractor has been found in violation of the requirements of Section 3.

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- 6. Section 3 Contractor Responsibilities:** Section 3 Contractor responsibilities apply to:
- New employees resulting from the award of a contract for a Section 3 Project.
 - Solicitation of subcontractors for a Section 3 Project.
 - Reporting of actions and results of efforts to implement Section 3.
- a) New Hires resulting from the award of the Section 3 Project contract
- 1) A potential contractor shall be required to submit the Utilization Report from Exhibit A, specifically identifying any new hires that will result from the award of the Section 3 Project contract.
 - 2) Before selecting new hires, a Section 3 Contractor shall give notice of employment opportunity to the Housing Authority of Santa Clara County and owners of all affordable housing projects administered by the Housing & Community Services Division; or, a Section 3 Contractor shall send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor organization or workers' representative of Contractor's commitments under this Section 3 paragraph and Action Plan.
 - 3) In hiring new employees required by the Section 3 Project, a Section 3 Contractor shall give priority to qualified, Section 3 Residents, particularly those residing in the City of Santa Clara.
- b) Selection of Subcontractors for Section 3 Projects
- 1) Prior to selecting subcontractors, a Section 3 Contractor shall give notice of contracting opportunity to all the builder exchanges on the list included in the City's bid packet.
 - 2) In selecting subcontractors, a Section 3 Contractor shall determine if any are Section 3 Businesses.
 - 3) For subcontractors whose contract is \$100,000 or more, the general contractor is responsible for verifying that the subcontractor is complying with the Section 3 requirements. Documentation of that compliance, set forth in the Reporting Requirements below, shall be submitted to the City.
- c) Reporting Requirements for Section 3 compliance
- 1) In conjunction with the submission of its first payroll report, a Section 3 Contractor shall provide a copy of its notice of employment opportunity and a list of all addresses to which the notice was sent, including worker representative organizations.
 - 2) In conjunction with the submission of its first payroll report, a Section 3 Contractor shall provide a copy of its notice of contracting opportunity and a list of all addresses to which the notice was sent.
 - 3) In conjunction with the submission of its first payroll report, a Section 3 Contractor shall provide originals of the Certification of Qualifying Section 3 Business forms submitted by each subcontractor.
 - 4) In conjunction with the submission of its final payroll report, a Section 3 Contractor shall submit its original Utilization Reporting, reporting the number of Section 3 Residents who were hired to fill vacant positions, by the Contractor or its subcontractors, and the number of Section 3 Residents who participated in training opportunities.

7. **Grievance and Compliance**: A lower income resident of the Section 3 Area, for himself or as a representative of persons similarly situated, seeking employment or training opportunities with a contractor or subcontractor of any eligible business concern seeking contract opportunities from an applicant may file a grievance. Similarly, a Section 3 Business Concern, on behalf of its self, or as a representative of other Section 3 Business Concerns similarly situated, seeking contract opportunities may file a grievance. A grievance must be filed with HUD not later than one hundred eighty (180) days from the date of the action (or omission) upon which the grievance is based.
8. **Program Numerical Goals**: To the greatest extent feasible, the City of Santa Clara shall strive to achieve the following 5-year goals in its Section 3 Affirmative Action efforts:
- 30% of new hires for Section 3 Projects shall be Section 3 Residents.
10% of the total dollar amount of Section 3 Project construction contracts shall be expended on Section 3 business concerns.

EXHIBIT "B"

**LIST OF ELIGIBLE PROJECT AREA BUSINESSES
TO BE UTILIZED ON THE PROJECT**

NAME AND ADDRESS	DESCRIPTION OF WORK OR MATERIALS TO BE SUPPLIED	DOLLAR AMOUNT

DIVISION 3: SPECIAL PROVISIONS

SECTION 03200

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DIVISION 3: SPECIAL PROVISIONS

SECTION 03200

CIVIL IMPROVEMENTS

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SECTION 03200**CIVIL IMPROVEMENTS****A. CURB RAMPS (BID ITEMS #1 - #3):**

1. Construction:

This work consists of the installation of curb ramps as detailed on the Plans attached to these Special Provisions. The installation of curb ramps shall conform to Section 02073, "PORTLAND CEMENT CONCRETE CURB, GUTTER, SIDEWALK, WALKWAY, CURB RAMP, AND DRIVEWAY", of the Technical Provisions, the Standard Details, the Plans, these Special Provisions, and the directions of the Engineer. Refer to Section 02007, "STORM WATER POLLUTION PREVENTION," of the Technical Provisions, for storm water pollution prevention requirements.

Portland cement concrete shall be Class 2 concrete with Type II modified cement. Concrete shall contain not less than six (6) sacks (564 pounds) of cement per cubic yard (no fly ash).

Sidewalks, ramps, and valley gutter replacements, where applicable, shall be placed on new compacted Class 2 Aggregate Base (AB) material, or as directed by the Engineer. Contractor shall excavate, grade and install four inches (4") of AB under all new curb ramps and sidewalks; excavate, grade and install six inches (6") of AB under all new curbs and gutters, and valley gutters, where applicable, or as directed by the Engineer. The AB shall be included in the unit bid prices for the curb ramps, sidewalks, curbs and gutters, and valley gutters.

Contractor shall construct the lip of the new gutter to a uniform grade and alignment. The lip shall not be jagged or uneven. The finished gutter grade shall be such that no water shall pond in the gutter. To avoid sharp angles, curb corners at the gutter shall be rounded by hand to a smooth finish.

New sidewalks, curb & gutters, and ramps shall be connected to existing sidewalk with sidewalk contact joints "cold joint" (dowels required) per City Standard Details ST-17, "CONCRETE JOINTS" and ST-18, "DOWEL CONNECTIONS," of Sheets 29 and 30 of the Plans, respectively.

New valley gutter replacements per Detail VG-1 Sheet 34 of the Plans, where applicable, shall be constructed monolithically with specified curb ramp type as indicated on the Plans. Dowels are required wherever new valley gutter joins to existing valley gutter, if applicable.

Neat saw-cuts shall be used wherever decorative concrete, exposed aggregate, pavers, or brick need to be removed to install curb ramps. Contractor shall protect in place all such material(s), where applicable, and replace in kind or better any such material(s) that is damaged during construction at the expense of the Contractor.

Any additional quantity of sidewalk and curb and gutter installation work necessary to conform to proposed curb ramps to the existing sidewalk and curb and gutter shall be considered incidental and included in the unit bid price for said curb ramp.

2. Concrete Removal:

The limit of concrete removal shall be between lip of gutter and back of sidewalk and/or to the limit necessary to accommodate proposed construction as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

Where an existing weakened plane joint, score mark, or expansion joint is within two feet (2') of the boundary of the proposed curb ramp, removal limit shall be at the existing weakened plane joint, score mark, or expansion joint. Precise removal limit shall be as directed by the Engineer in the field.

Where an existing weakened plane joint, score mark, or expansion joint is greater than two feet (2') from the boundary of the proposed curb ramp, removal limit shall be at the boundary of the proposed curb ramp. Saw-cutting through and removal of the full depth of the concrete shall be done without damage to the remaining concrete.

Where an existing catch basin or utility pole is adjacent to or at the center of curb return, extreme care shall be taken to protect catch basin or utility pole in place. Remove concrete as needed to construct entire ramp as shown on the Plans and specified elsewhere in these Special Provisions. Hand tools are recommended and dowels may be required by the Engineer. Damages to any part of catch basin or utility pole shall be restored or replaced, per City Standards and as directed by the Engineer, by the Contractor at no cost to the City.

3. Concrete Replacement:

Once the existing concrete is removed, the Contractor shall diligently prosecute the work so that the concrete curb ramp is in place within five (5) working days. As excavated sidewalks pose a hazard, unnecessary delays shall not be tolerated. **By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of One Hundred Dollars (\$100) per calendar day, for each excavated area that remains incomplete beyond the five (5) working day limit. Day one starts upon the initial removal.**

4. Pavement Removal:

Contractor shall remove and replace an 18-inch wide band of Asphalt Concrete (AC) pavement along the entire length of the new gutter unless otherwise directed by the Engineer.

Saw-cutting shall be used to remove AC. AC removal depth shall be to the base material on streets with AC pavement four inches (4") thick or less. AC removal depth shall be two inches (2") on streets with AC pavement greater than four inches (4") thick.

5. Pavement Restoration:

After concrete has cured for at least seven (7) days, any AC pavement that has been removed as described above shall be replaced with AC pavement conforming to Section 02039, "ASPHALTIC CONCRETE PAVEMENT AND RESURFACING," of the Technical Provisions. The thickness of the AC pavement installed shall match existing AC and shall be not less than two inches (2").

To allow for temporary use of the site after concrete has been placed, Contractor shall place temporary AC "cold patch" in all areas of removed AC after 48 hours and within 72 hours of concrete placement for each ramp location. AC "cold patch" shall be hand compacted flush with lip of gutter and existing AC pavement to provide a safe and smooth transition. Care shall be taken to not damage the newly placed concrete. Contractor shall remove and dispose of "cold patch" prior to placement of final AC pavement. Removal of "cold patch" shall be done on the same day the final AC is installed.

6. Detectable Warning Surface (Raised Truncated Domes):

Curb ramps, landings and cut-thrus shall have a detectable warning surface and shall conform to the details shown on the Plans and comply with 2010 Americans with Disabilities Act (ADA) for Accessible Design requirements issued by the Department of Justice on September 15, 2010. Detectable warning surface shall consist of raised truncated domes on reinforced concrete panels that extend the full width of the ramp, landing or cut-thru, and three feet (3') depth of the ramp, landing or cut-thru. Panels shall be cut, as shown on the Plans, to fit the landing shape. Partially-sawcut domes shall be removed from the panels prior to cementing panels onto the landing. The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline, unless shown otherwise on the Plans.

The detectable warning surfaces shall be 'Safety Yellow' colored **CASTinTACT™** concrete panels, distributed by ADA Concrete Domes (16788 Placer Hills Road or P.O. Box 1440, Meadow Vista, CA 95722, Telephone: 530-878-2440), or approved equal.

Panels shall be installed according to manufacturer's installation procedure to ensure proper adherence and elimination of voids under the panels.

7. Field Testing:

The Contractor shall run a gutter water test on all new curb ramps and new curb and gutters to demonstrate that the gutters flow as shown on the Plans. Contractor shall correct all failed areas as directed by the Engineer at no cost to the City.

8. Measurement and Payment:

Curb Ramps will be measured by the unit from actual count. Curb Ramp includes, but is not limited to, the curb and gutter section in front of the curb ramp and curb at the back of the curb ramp, if applicable.

The contract unit price paid for each curb ramp shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved, complete in place, including concrete removal, PCC valley gutter replacement, AC pavement removal and restoration, furnishing and placing AB, detectable warning surfaces, hauling and disposing of surplus materials, grading, compaction, installation of dowels, relocating street signs and sprinklers, resetting catch basin hoods, frames, and grates, installation and removal of "cold patch", as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

B. SIDEWALK REMOVAL AND RECONSTRUCTION (BID ITEM #4):

1. Removal and Reconstruction:

This item consists of removal and reconstruction of additional sidewalk adjacent to or in the vicinity of curb ramps as directed in the field by the Engineer. Installation of the additional sidewalk shall be in accordance with Section 02073, "PORTLAND CEMENT CONCRETE CURB, GUTTER, SIDEWALK, WALKWAY, CURB RAMP, AND DRIVEWAY", of the Technical Provisions, the Standard Details, and these Special Provisions.

Portland cement concrete shall be Class 2 concrete with Type II modified cement. Concrete shall contain not less than six (6) sacks (564 pounds) of cement per cubic yard (no fly ash).

Dowels are required wherever reconstructed sidewalk is connected to existing sidewalk. Dowel connections shall be per Standard Detail ST-18, "DOWEL CONNECTIONS," of Sheet 30 of the Plans. AB replacement shall be required in all sidewalk reconstruction.

2. Measurement and Payment:

Removal and disposal of the removed sidewalk, grading and earthwork, dowel connections, and AB necessary for construction of replacement sidewalk shall be included in the unit price for Bid Item #4.

Sidewalk removal and reconstruction shall be measured and paid per square foot of sidewalk installed, complete and in place. In order to establish a contract unit price for sidewalk removal and reconstruction, bid item for this work has been provided in the Bid Schedule. However, the need for this bid item is shown on the Plans, or can be determined by the Engineer in the field. Refer to Schedule of Bid Prices of Subsection 4 of Document 00400, "Bid," and Subsection 1.5D of Section 01200, "Measurement and Payment," of the General Requirements in the CSC Standard Specifications.

The contract unit price paid per square foot of sidewalk removal and reconstruction shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved, complete in place, including concrete removal, furnishing and placing of AB, hauling and disposing of surplus materials, grading, compaction, installation of dowels, relocating street signs and sprinklers, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

C. CURB AND GUTTER REMOVAL AND RECONSTRUCTION (BID ITEM #5):

1. Removal and Reconstruction:

This item consists of removal and reconstruction of additional lengths of curb and gutter, as detailed on the Plans and as directed in the field by the Engineer. Installation of curb and gutter shall be in accordance with Section 02073, "PORTLAND CEMENT CONCRETE CURB, GUTTER, SIDEWALK, WALKWAY, CURB RAMP, AND DRIVEWAY", of the Technical Provisions, the Standard Details, and these Special Provisions.

Portland cement concrete shall be Class 2 concrete with Type II modified cement. Concrete shall contain not less than six (6) sacks (564 pounds) of cement per cubic yard (no fly ash).

Dowels are required wherever reconstructed curb and gutter is connected to existing curb and gutter. Dowel connections shall be per City Standard Detail ST-18, "DOWEL CONNECTIONS," of Sheet 30 of the Plans AB and AC pavement removal and reconstruction may be required at some curb and gutter replacement locations.

2. Measurement and Payment:

Removal and disposal of the removed curb and gutter, grading and earthwork, dowel connections, AB, and AC pavement removal and reconstruction necessary for construction of replacement curb and gutter shall be included in the unit price for Bid Item #5.

Curb and gutter removal and replacement shall be measured and paid per linear foot installed, complete and in place. Refer to Schedule of Bid Prices of Subsection 4 of Document 00400, "Bid," and Subsection 1.5D of Section 01200, "Measurement and Payment," of the General Requirements in the CSC Standard Specifications.

Where curb height varies at curb inlet catch basins, curb ramps, and driveways, the reach of curb and gutter with varying height shall not be included in the payment for curb and gutter. At the curb ramp installation, curb and gutter is included in the pay item "Curb Ramps."

The contract unit price paid per linear foot of curb and gutter removal and replacement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved, complete in place, including concrete removal, AC pavement replacement, furnishing and placing of AB, hauling and disposing of surplus materials, grading, compaction, and installation of dowels, as shown on the Standard Details, as specified in these Special Provisions, and as directed by the Engineer.

D. THERMOPLASTIC PAVEMENT MARKING/STRIPING REMOVAL AND INSTALLATION (BID ITEMS #6 AND #7):

1. Scope:

This item consists of removal of traffic stripes and pavement markings and applying thermoplastic pavement striping and markings in accordance with the provisions in Section 02084, "TRAFFIC STRIPES, PAVEMENT MARKINGS, AND PAVEMENT MARKERS," of the Technical Provisions, these Special Provisions, as shown on Plans, and as directed in the field by the Engineer.

Removal of traffic stripes and pavement markings shall conform to Section 15-2.02B, "Traffic Stripes and Pavement Markings," of the 2006 Standard Specifications, the Plans, and these Special Provisions. Traffic stripes, legends and pavement markings shall be removed by grinding or as directed by the Engineer.

Where blast cleaning is used for the removal of thermoplastic traffic stripes and markings or for removal of objectionable material, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and

the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation. No painting over existing markings will be allowed.

For areas where existing striping or pavement legends have been removed, the damaged surface shall be covered by a double application of OverKote® Asphalt Pavement Coating or, an approved equal.

New traffic striping for limit lines (stopline and white isosceles triangles for yieldlines), controlled and uncontrolled crosswalk striping, no passing zone Detail 22 per 2006 Caltrans Standard Plan Detail A20A, including pavement markings (i.e., "STOP," "YIELD") will be placed at locations to accommodate new curb ramp installation, as shown on the Plans and as directed by the Engineer.

In general, new pavement striping and pavement markings shall be pre-marked by the Contractor. The Contractor is required to coordinate and verify the final location of pavement striping and pavement markings with City's Street Traffic Maintenance Crew through the City Project Inspector prior to final striping/marking installation.

Contractor shall submit material certificates and/or samples for thermoplastic pavement striping and pavement markings in accordance with Section 01330, Submittal Procedures, of the General Requirements in CSC Standard Specifications.

2. Measurement and Payment:

Removal of traffic stripes and pavement markings shall be paid as lump sum, which includes full compensation for furnishing all materials, labor, tools, equipment, traffic control, cleaning, applying pavement coating, hauling and disposal of removed materials, and incidentals required for doing all the work involved as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

Thermoplastic pavement striping will be measured and paid by the linear foot. Measurement for payment shall be made to the nearest whole foot for thermoplastic material. Thermoplastic pavement markings will be paid per each unit installed and complete in place.

The contract price paid for thermoplastic material shall include full compensation for furnishing all materials, labor, tools, equipment, traffic control, and incidentals required for doing all the work involved in applying thermoplastic material, complete and in place, as specified in these Special Provisions, as shown on the Plans, and as directed by the Engineer.

END OF SECTION

SECTION 03200
CIVIL IMPROVEMENTS

ATTACHMENT:

PLANS: TRACING NO. 12,054-A
(34 SHEETS)

SYMBOLS

EXISTING	PROPOSED	DESCRIPTION	EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE			STOP SIGN, STREET NAME SIGN, PEDESTRIAN CROSSING SIGN, TRAFFIC SIGN
		PCC			STREET LIGHT
		NEW AC (SEE GENERAL NOTE 5 ON SHEET 2)			POWER POLE or JOINT POLE
		TRUNCATED DOME PANELS			ELECTRIC CONDUIT
		BORDER GROOVING			WATER SERVICE
		SW FLAG TO BE REPLACED			GAS (PG&E)
		RR CURB & GUTTER			FENCE LINE
		GRAVEL			PROPERTY LINE
		GRASS/LAWN			RELOCATION ARROW
		IMPORT BORROW			TREE
		NATURAL GROUND			SPRINKLER HEAD
		SIDEWALK, CURB & GUTTER LINES			BUSH or SHRUB
		EXP. AGGREGATES			FIRE HYDRANT
		GRIND/REMOVE EX STRIPING			WATER VALVE
		NEW STRIPING			CATCH BASIN
		PAVEMENT MARKING			ARC MEASUREMENT

ABBREVIATIONS

AB	AGGREGATE BASE	FH	FIRE HYDRANT	R/W	RIGHT-OF-WAY
AC	ASPHALT CONCRETE	FL	FLOWLINE	S	SLOPE or SOUTH
AP	ANCHOR POLE	G	GAS	SCJ	SIDEWALK CONTACT JOINT
AVE	AVENUE	GTTR	GUTTER	SDMH	STORM DRAIN MANHOLE
BLVD	BOULEVARD	HP	HIGH POINT	SE	SOUTHEAST
BM	BENCHMARK	IW	INCIDENTAL WORK	SF	SQUARE FEET
B/W	BACK OF WALK	JP	JOINT POLE	SG	SPILL GUTTER
CAB	CABINET	JT	JOINT TRENCH	SL	STREET LIGHT
CB	CATCH BASIN	L/G	LIP OF GUTTER	SNS	STREET NAME SIGN
C/G	CURB & GUTTER	MAX	MAXIMUM	SP	SPECIAL
CL	CENTERLINE	ME	MATCH EXISTING	SS	STOP SIGN
CLF	CHAIN LINK FENCE	MH	MANHOLE	SSMH	SANITARY SEWER MANHOLE
CONC	CONCRETE	MIN	MINIMUM	ST	STREET
COR	CORNER	MON	MONUMENT	STD	STANDARD
CP	CABLE POLE	(N)	NEW	SVP	SILICON VALLEY POWER
CSC	CITY OF SANTA CLARA	N	NORTH	S/W	SIDEWALK
DIA	DIAMETER	NE	NORTHEAST	SW	SOUTHWEST
DR	DRIVE	NTS	NOT TO SCALE	TBM	TEMPORARY BENCH MARK
D/W	DRIVEWAY	NW	NORTHWEST	TS	TRAFFIC SIGN
E	EAST	PB	PULL BOX	TYP	TYPICAL
EL	ELEVATION	PCC	PORTLAND CEMENT CONCRETE	WM	WATER METER
ELEC	ELECTRIC	P/L	PROPERTY LINE	WV	WATER VALVE
ER	END OF RETURN	PP	POWER POLE	WW	WALKWAY
EX. (e)	EXISTING	PS	PEDESTRIAN CROSSING SIGN	WPJ	WEAKENED PLANE JOINT
EXP	EXPOSED	R	RADIUS	YS	YIELD SIGN
F/C	FACE OF CURB	RR	REMOVE AND REPLACE	Ø	TREE DIAMETER

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

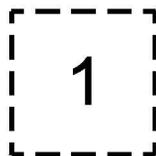
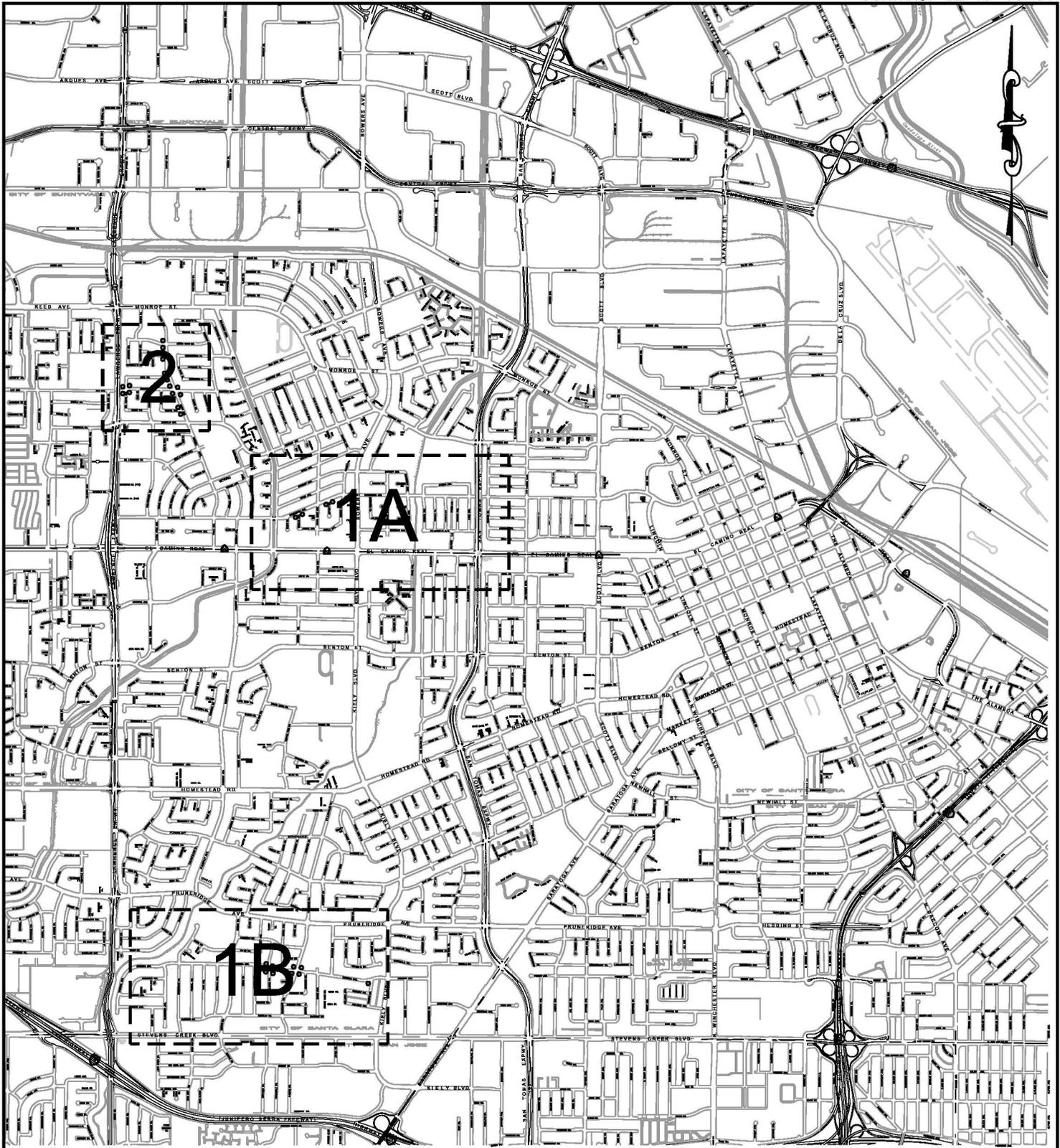
CITY OF SANTA CLARA
SYMBOLS & ABBREVIATIONS
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

Scale	NTS
Sheet	1 OF 34
Tracing No.	12,054-A

GENERAL NOTES

1. Curb ramps shall have raised truncated domes per City Standard Detail ST-16, Sheet 28, of the Plans.
2. Construct typical curved curb ramp per City Standard Detail ST-14, Sheet 24, of the Plans unless noted otherwise.
3. It is the Contractor's responsibility to verify the location of all existing utilities with the appropriate utility agencies prior to the commencement of construction. Contractor shall notify all public and private utility owners 48 hours prior to commencement of work adjacent to the utility. Contact Underground Service Alert (USA) at 811 or 800-227-2600 two working days in advance but not more than 14 days.
4. Installation of new sidewalk, curb and gutter against existing improvements shall require a sidewalk contact joint (dowels required) or expansion joint per City Standard Detail ST-17, "Concrete Joints", Sheet 29 of the Plans. Expansion joints shall be installed where shown on Curb Ramp Designs, Sheets 6-23, of the Plans.
5. Unless otherwise directed by the Engineer in the field: at each location where new curb/gutter and ramp are to be installed on an existing street (driveway installation, driveway abandonment, curb ramp installation, curb face drainage installation, etc.) pavement reconstruction shall be required. An 18-inch wide band of pavement shall be removed and replaced along the entire length of curb/gutter and ramp installation. Removal depth (saw cuts required) shall be to the base material on streets with A.C. or P.C.C. pavement four (4) inches or less in thickness. Removal depth shall be two inches minimum on streets with A.C. (grind) / P.C.C. (saw cut) pavement thickness greater than four (4) inches. Replace with A.C. pavement.
6. The Contractor shall notify, by circular, all business establishments and residences located in areas affected by the work at least forty-eight (48) hours prior to start of construction. Circular shall be subject to the approval of the Engineer. Refer to Sub-section 1.25, "Circularizing Business and Residences," of Section 01100, SUMMARY OF WORK, of the Contract Documents.
7. The finished corners on all curb faces are to be rounded.
8. All surplus and unsuitable material shall be removed from public right-of-way.
9. Overnight parking of construction equipment in the public right-of-way shall not be permitted, except at location(s) approved by the City Engineer.
10. Notify City water inspector while working near water services and fire hydrants. Contact Darren Lufkin at 1+(408) 887-8800.
11. All traffic stripes and pavement markings shall be thermoplastic or pre-formed thermoplastic per the Specifications.

Revised			CITY OF SANTA CLARA GENERAL NOTES REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED (FY 2015-16)	Scale	NTS
Drawn By	VL	04/15		Sheet	2 OF 34
Checked By	JD	05/15		Tracing No.	12,054-A
Reviewed By	FA	05/15			
Approved By	RAJEEV BATRA <small>DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017</small>				



LEGEND

Location Map Number & Boundaries

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA

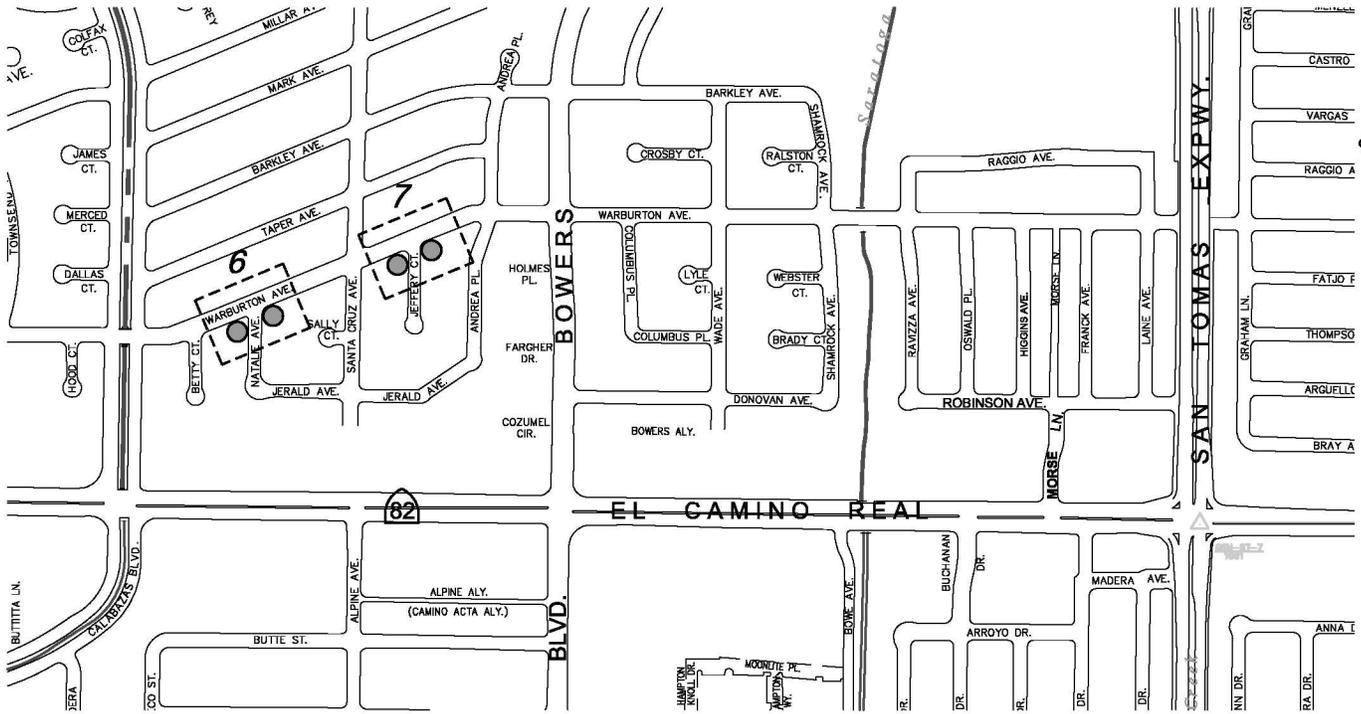
KEY MAP

REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

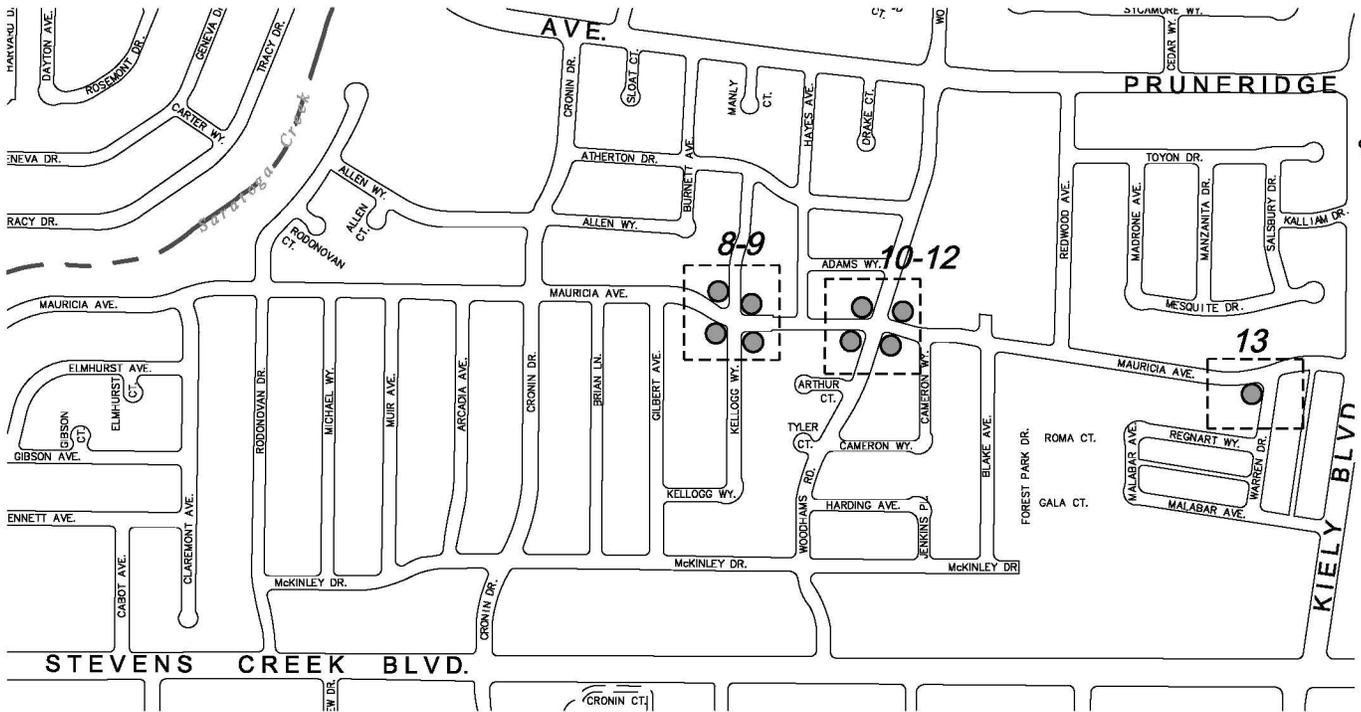
Scale NTS

Sheet
3 OF 34

Tracing No.
12,054-A



LOCATION MAP 1A



LOCATION MAP 1B

LEGEND

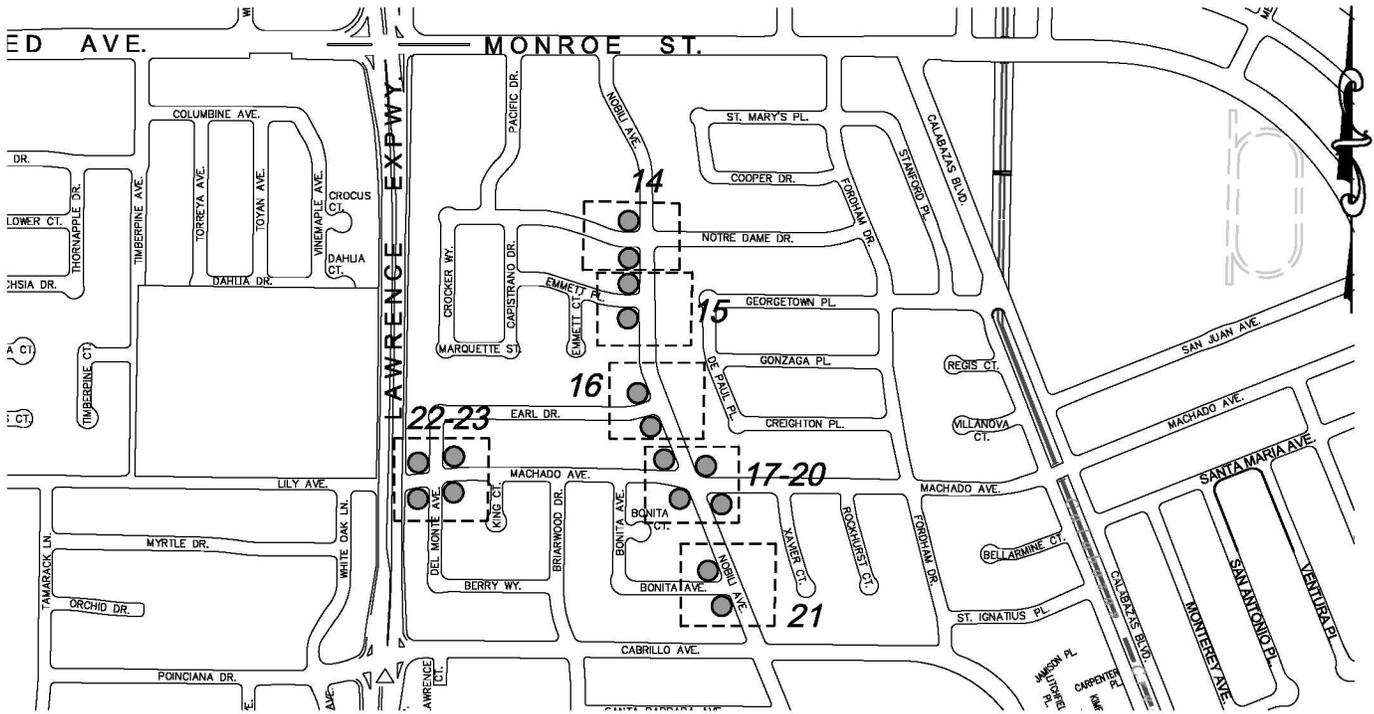
● Proposed Curb Ramp Location

--- x = Plan Sheet Number

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA
 LOCATION MAP - 1
 REMOVAL OF BARRIERS TO THE
 PHYSICALLY CHALLENGED (FY 2015-16)

Scale	NTS
Sheet	4 OF 34
Tracing No.	12,054-A



LOCATION MAP 2

LEGEND

● Proposed Curb Ramp Location

--- x = Plan Sheet Number

Revised		
Drawn By	VL	04/15
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Reviewed By	FA	05/15
Approved By	RAJEEV BATRA DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA
LOCATION MAP - 2
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

Scale	NTS
Sheet	5 OF 34
Tracing No.	12,054-A

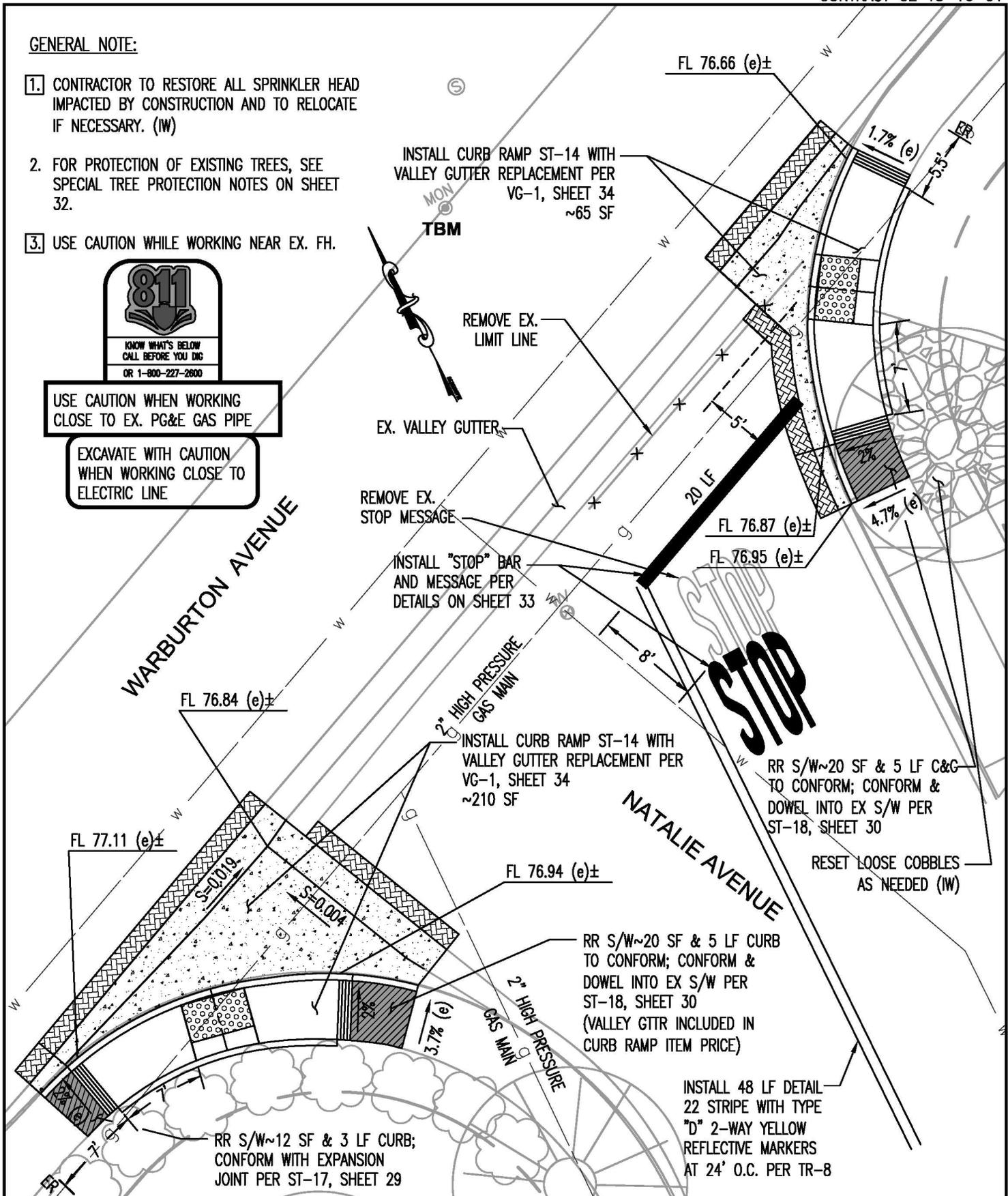
GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (IW)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE



TBM: MONUMENT PIN AT CENTERLINE INTERSECTION OF WARBURTON AVENUE AND NATALIE AVENUE, EL. 77.27

Revised		
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CITY OF SANTA CLARA
WARBURTON AVENUE AND NATALIE AVENUE
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

Scale	1"=10'
Sheet	6 OF 34
Tracing No.	12,054-A

GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (W)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE

TBM

INSTALL CURB RAMP ST-14 WITH VALLEY GUTTER REPLACEMENT PER VG-1, SHEET 34 ~60 SF

FL 72.75 (e)±

WARBURTON AVENUE

RELOCATE SIGN

REMOVE EX. LIMIT LINE

EX. VALLEY GUTTER

INSTALL "STOP" BAR AND MESSAGE PER DETAILS ON SHEET 33

20 LF

FL 72.88 (e)±

FL 72.88 (e)±

REMOVE EX. STOP MESSAGE

2" HIGH PRESSURE GAS MAIN

RR S/W~20 SF & 5 LF CURB TO CONFORM; CONFORM & DOWEL INTO EX S/W PER ST-18, SHEET 30 VALLEY GTTR INCLUDED IN CURB RAMP ITEM PRICE

FL 72.95 (e)±

INSTALL CURB RAMP ST-14 WITH VALLEY GUTTER REPLACEMENT PER VG-1, SHEET 34 ~225 SF

FL 73.11 (e)±

FL 73.09 (e)±

JEFFERY COURT

RR S/W~20 SF & 5 LF C&G TO CONFORM; CONFORM & DOWEL INTO EX S/W PER ST-18, SHEET 30

FL 73.08 (e)±

RR S/W~20 SF & 5 LF CURB TO CONFORM; CONFORM & DOWEL INTO EX S/W PER ST-18, SHEET 30 VALLEY GTTR INCLUDED IN CURB RAMP ITEM PRICE

INSTALL 48 LF DETAIL 22 STRIPE WITH TYPE "D" 2-WAY YELLOW REFLECTIVE MARKERS AT 24' O.C. PER TR-8

FL 73.07 (e)±

TBM: TOP OF SANITARY SEWER MANHOLE COVER IN WARBURTON AVE AND JEFFERY CT INTERSECTION, EL. 73.54

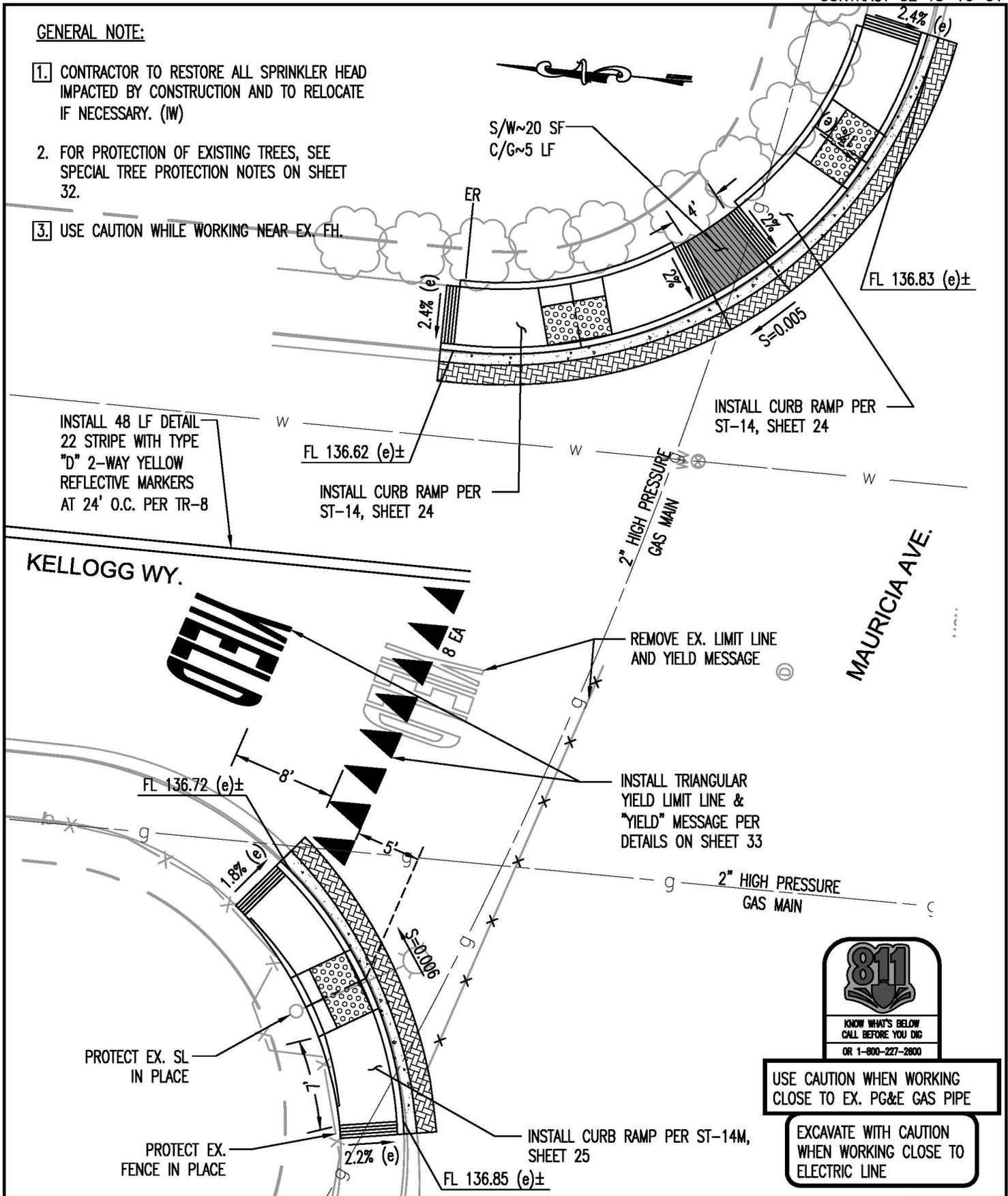
Revised		
Drawn By	VL	04/15
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Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA
 WARBURTON AVENUE AND JEFFERY COURT
 REMOVAL OF BARRIERS TO THE
 PHYSICALLY CHALLENGED (FY 2015-16)

Scale	1"=10'
Sheet	7 OF 34
Tracing No.	12,054-A

GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (IW)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE

TBM: MONUMENT PIN AT CENTERLINE INTERSECTION OF MAURICIA AVENUE AND KELLOGG WAY, EL. 137.91		
Revised Drawn By VL 04/15 Checked By JD 05/15 Reviewed By FA 05/15 Approved By RAJEEV BATRA <small>DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017</small>	CITY OF SANTA CLARA MAURICIA AVENUE AND KELLOGG WAY (NORTH) REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED (FY 2015-16)	Scale 1"=10' Sheet 8 OF 34 Tracing No. 12,054-A



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE

GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (IW)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.

MUN TBM

REMOVE EX. LIMIT LINE AND YIELD MESSAGE

MAURICIA AVE.

FL 136.84 (e)±

1.9% (e)

INSTALL CURB RAMP PER ST-14, SHEET 24

FL 136.90 (e)±

INSTALL TRIANGULAR YIELD LIMIT LINE & "YIELD" MESSAGE PER DETAILS ON SHEET 33

YIELD

KELLOGG WY.

INSTALL CURB RAMP PER ST-14, SHEET 24

INSTALL 48 LF DETAIL 22 STRIPE WITH TYPE "D" 2-WAY YELLOW REFLECTIVE MARKERS AT 24' O.C. PER TR-8

INSTALL CURB RAMP PER ST-14, SHEET 24

FL 137.00 (e)±

FL 136.79 (e)±

S=0.009

2%

S/W~10 SF
C/G~3 LF

PROTECT EX. CB IN PLACE

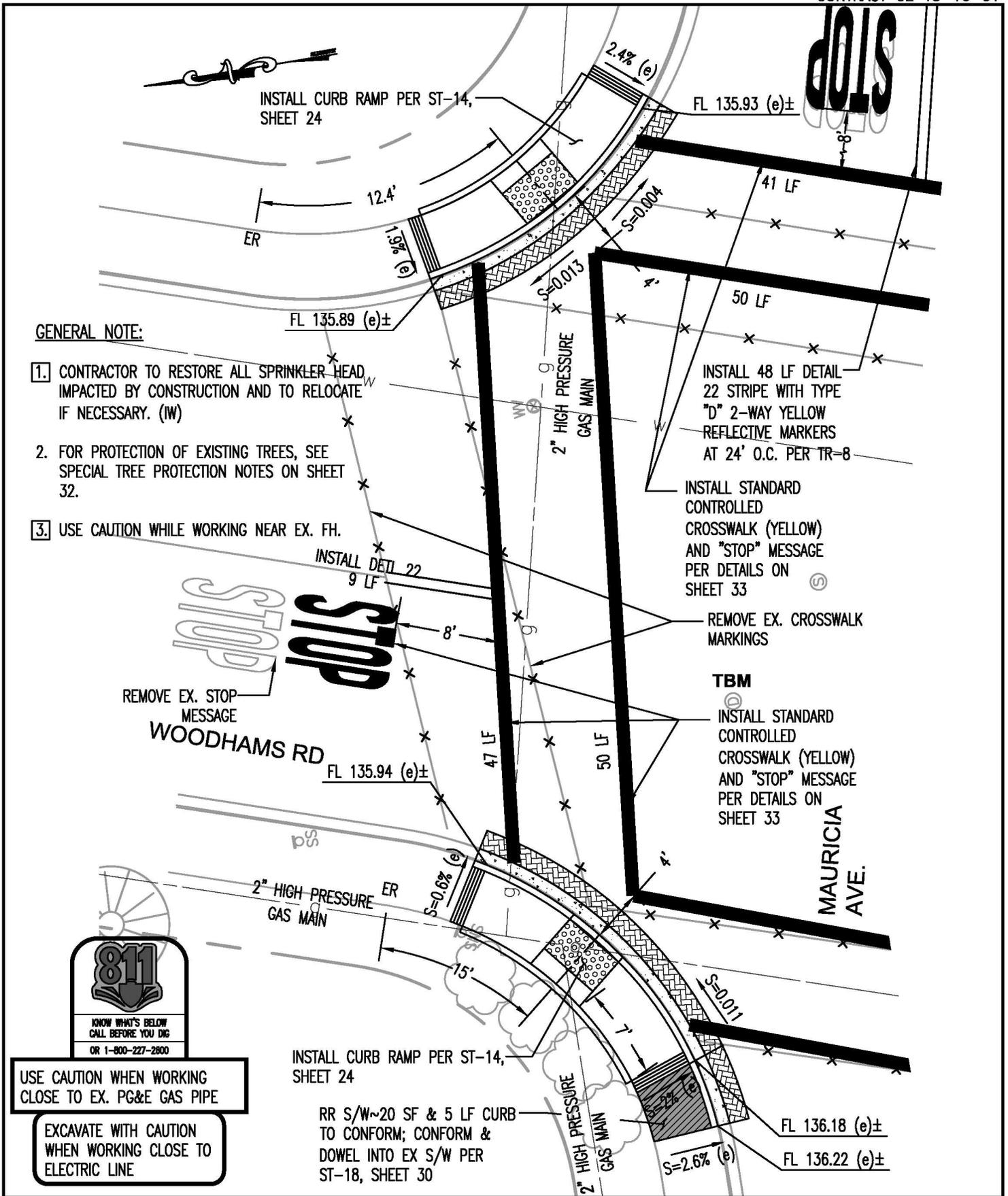
2.8% (e)

TBM: MONUMENT PIN AT CENTERLINE INTERSECTION OF MAURICIA AVENUE AND KELLOGG WAY, EL. 137.91

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA
 MAURICIA AVENUE AND KELLOGG WAY (SOUTH)
 REMOVAL OF BARRIERS TO THE
 PHYSICALLY CHALLENGED (FY 2015-16)

Scale	1"=10'
Sheet	9 OF 34
Tracing No.	12,054-A



GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (1W)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.

INSTALL 48 LF DETAIL 22 STRIPE WITH TYPE "D" 2-WAY YELLOW REFLECTIVE MARKERS AT 24' O.C. PER TR-8

INSTALL STANDARD CONTROLLED CROSSWALK (YELLOW) AND "STOP" MESSAGE PER DETAILS ON SHEET 33

REMOVE EX. CROSSWALK MARKINGS

TBM
 INSTALL STANDARD CONTROLLED CROSSWALK (YELLOW) AND "STOP" MESSAGE PER DETAILS ON SHEET 33

REMOVE EX. STOP MESSAGE

WOODHAMS RD

MAURICIA AVE.



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE

INSTALL CURB RAMP PER ST-14, SHEET 24

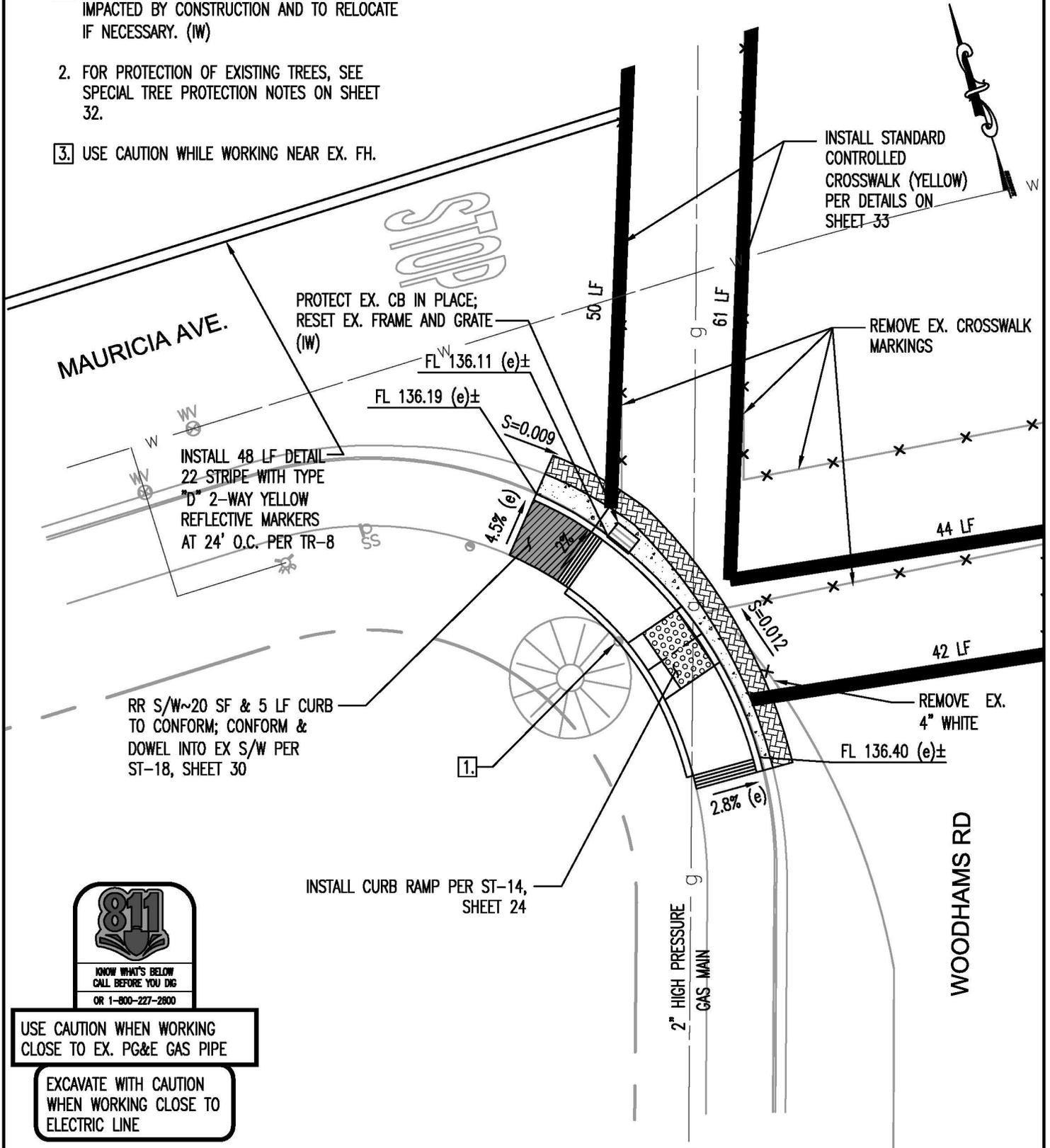
RR S/W~20 SF & 5 LF CURB TO CONFORM; CONFORM & DOWEL INTO EX S/W PER ST-18, SHEET 30

TBM: TOP OF STORM DRAIN MANHOLE COVER IN MAURICIA AVENUE AND WOODHAMS ROAD, EL. 136.96

Revised			CITY OF SANTA CLARA MAURICIA AVE AND WOODHAMS RD (NORTH) REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED (FY 2015-16)	Scale	1"=10'
Drawn By	VL	04/15		Sheet	10 OF 34
Checked By	JD	05/15		Tracing No.	12,054-A
Reviewed By	FA	05/15			
Approved By	RAJEEV BATRA DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017				

GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (IW)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE

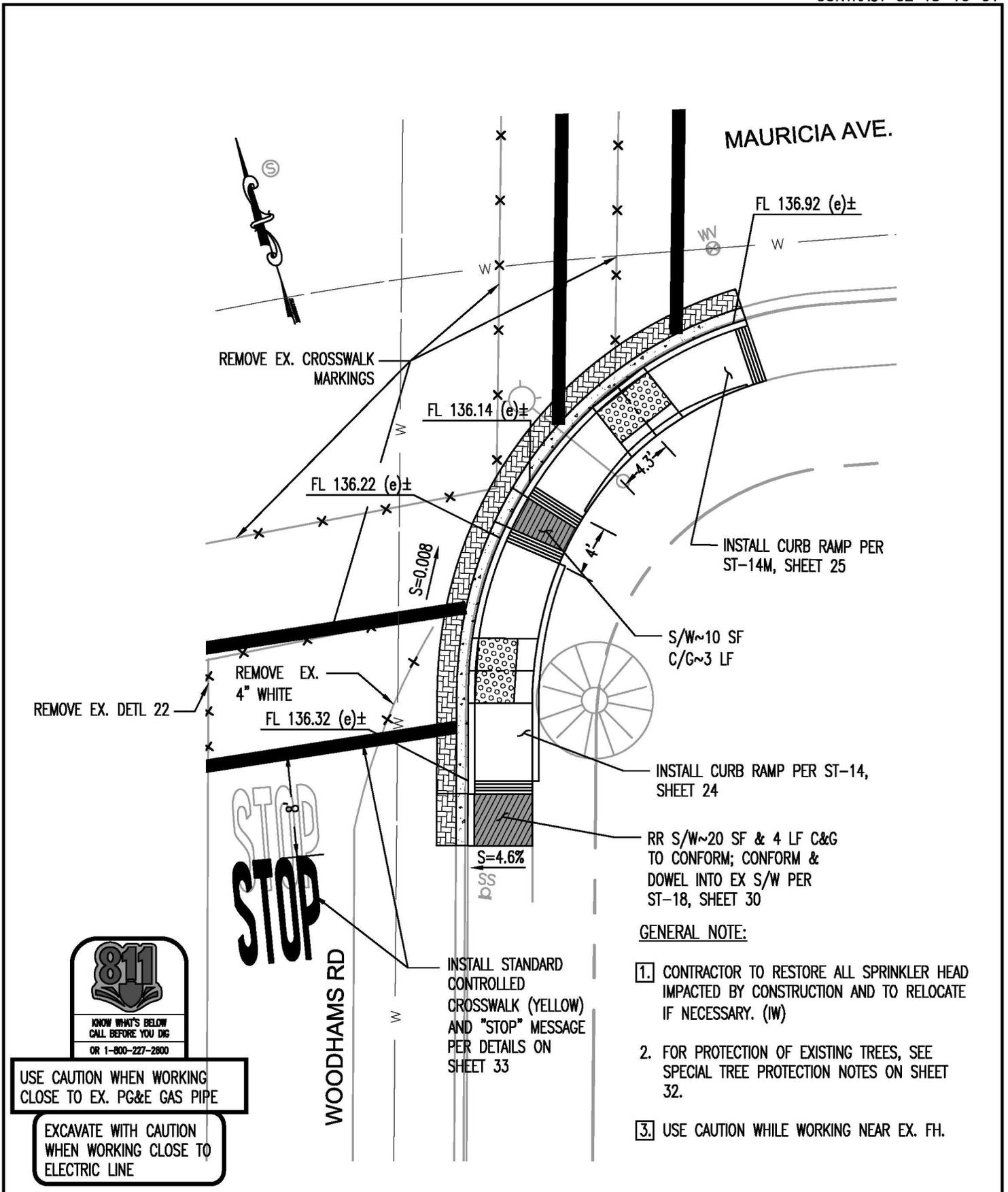
TBM: TOP OF STORM DRAIN MANHOLE COVER IN MAURICIA AVENUE AND WOODHAMS ROAD INTERSECTION, EL. 136.96

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA

MAURICIA AVE AND WOODHAMS RD (SOUTHWEST)
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

Scale	1"=10'
Sheet	11 OF 34
Tracing No.	12,054-A



GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (IW)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE

TBM: TOP OF STORM DRAIN MANHOLE COVER IN MAURICIA AVENUE AND WOODHAMS ROAD INTERSECTION, EL. 136.96

Revised Drawn By VL 04/15 Checked By JD 05/15 Reviewed By FA 05/15 Approved By RAJEEV BATRA <small>DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017</small>			CITY OF SANTA CLARA MAURICIA AVE AND WOODHAMS RD (SOUTHEAST) REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED (FY 2015-16)	Scale 1"=10' Sheet 12 OF 34 Tracing No. 12,054-A
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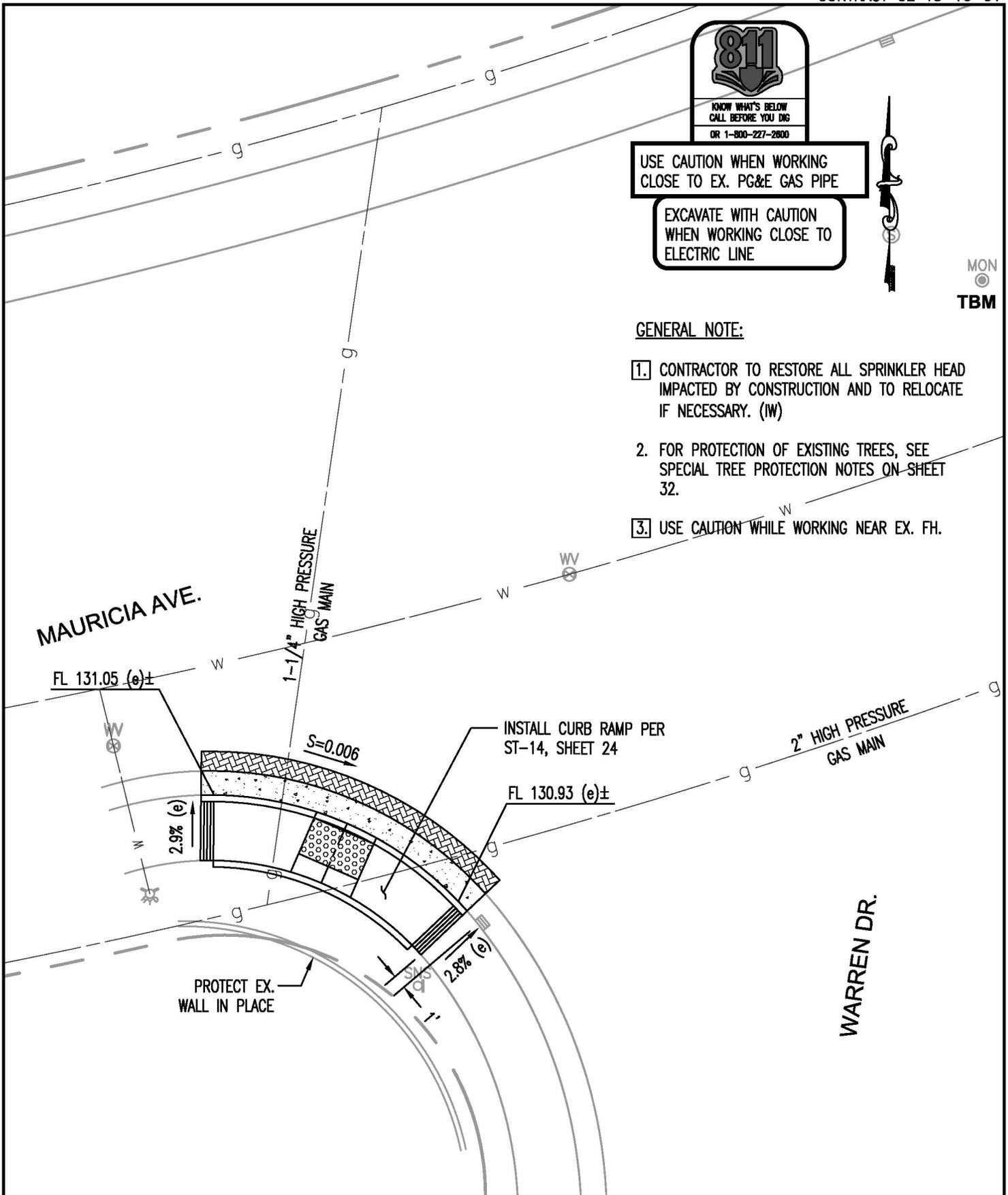
USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE

MON
TBM

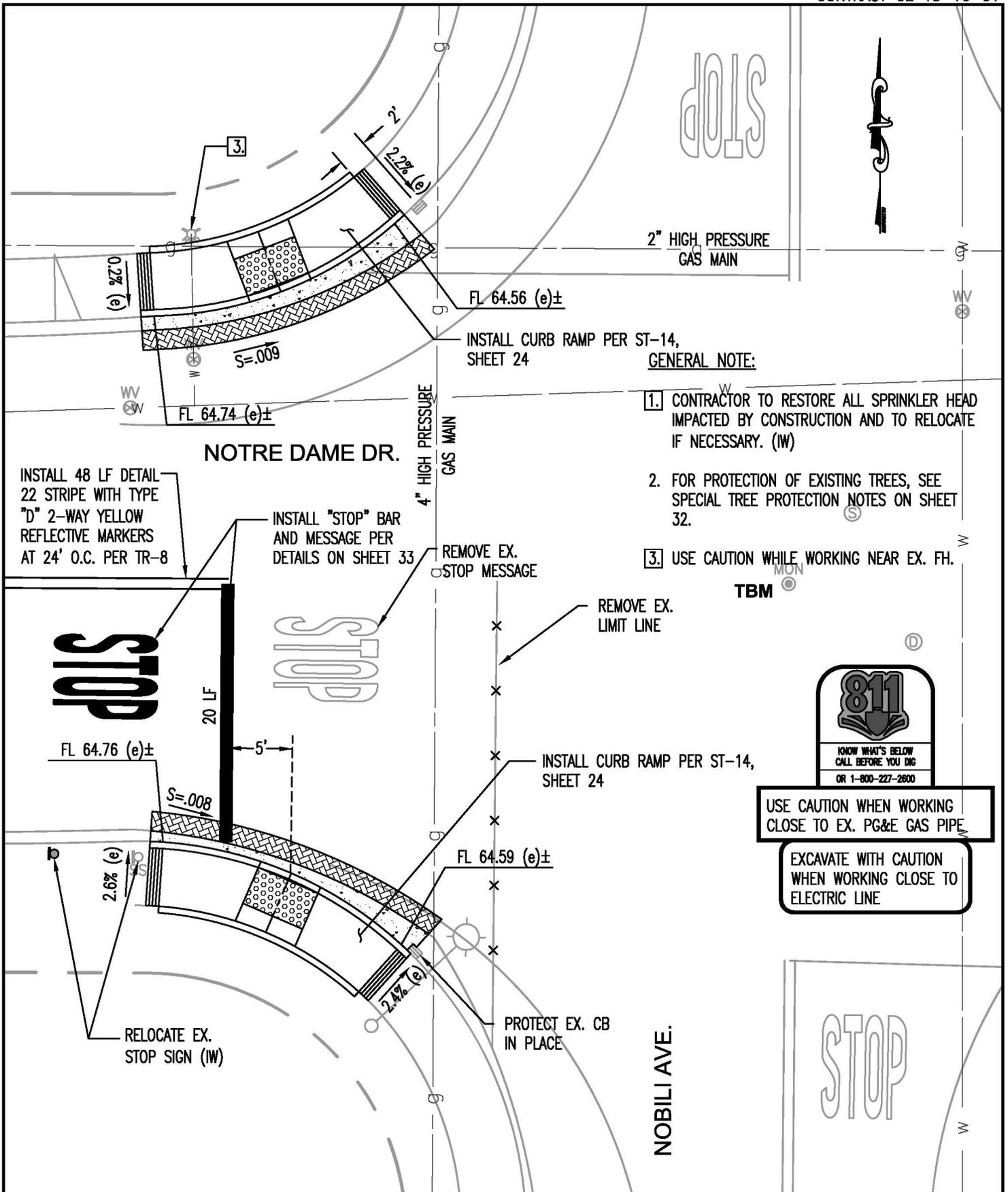
GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (W)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.



TBM: MONUMENT PIN AT CENTERLINE INTERSECTION OF MAURICIA AVENUE AND WARREN DRIVE, EL. 131.49

Revised			CITY OF SANTA CLARA	Scale	1"=10'
Drawn By	VL	04/15		MAURICIA AVENUE AND WARREN DRIVE REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED (FY 2015-16)	Sheet
Checked By	JD	05/15	Tracing No.		12,054-A
Reviewed By	FA	05/15			
Approved By	RAJEEV BATRA DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017				



2" HIGH PRESSURE GAS MAIN

FL 64.56 (e)±

INSTALL CURB RAMP PER ST-14, SHEET 24

GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (IW)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.

NOTRE DAME DR.

4" HIGH PRESSURE GAS MAIN

INSTALL 48 LF DETAIL 22 STRIPE WITH TYPE "D" 2-WAY YELLOW REFLECTIVE MARKERS AT 24' O.C. PER TR-8

INSTALL "STOP" BAR AND MESSAGE PER DETAILS ON SHEET 33

REMOVE EX. STOP MESSAGE

REMOVE EX. LIMIT LINE

TBM

STOP

20 LF

STOP

FL 64.76 (e)±

INSTALL CURB RAMP PER ST-14, SHEET 24



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE

2.6% (e)

FL 64.59 (e)±

PROTECT EX. CB IN PLACE

RELOCATE EX. STOP SIGN (IW)

NOBILI AVE.

STOP

TBM: MONUMENT PIN AT CENTERLINE INTERSECTION OF NOBILI AVENUE AND NOTRE DAME DRIVE, EL. 65.28

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

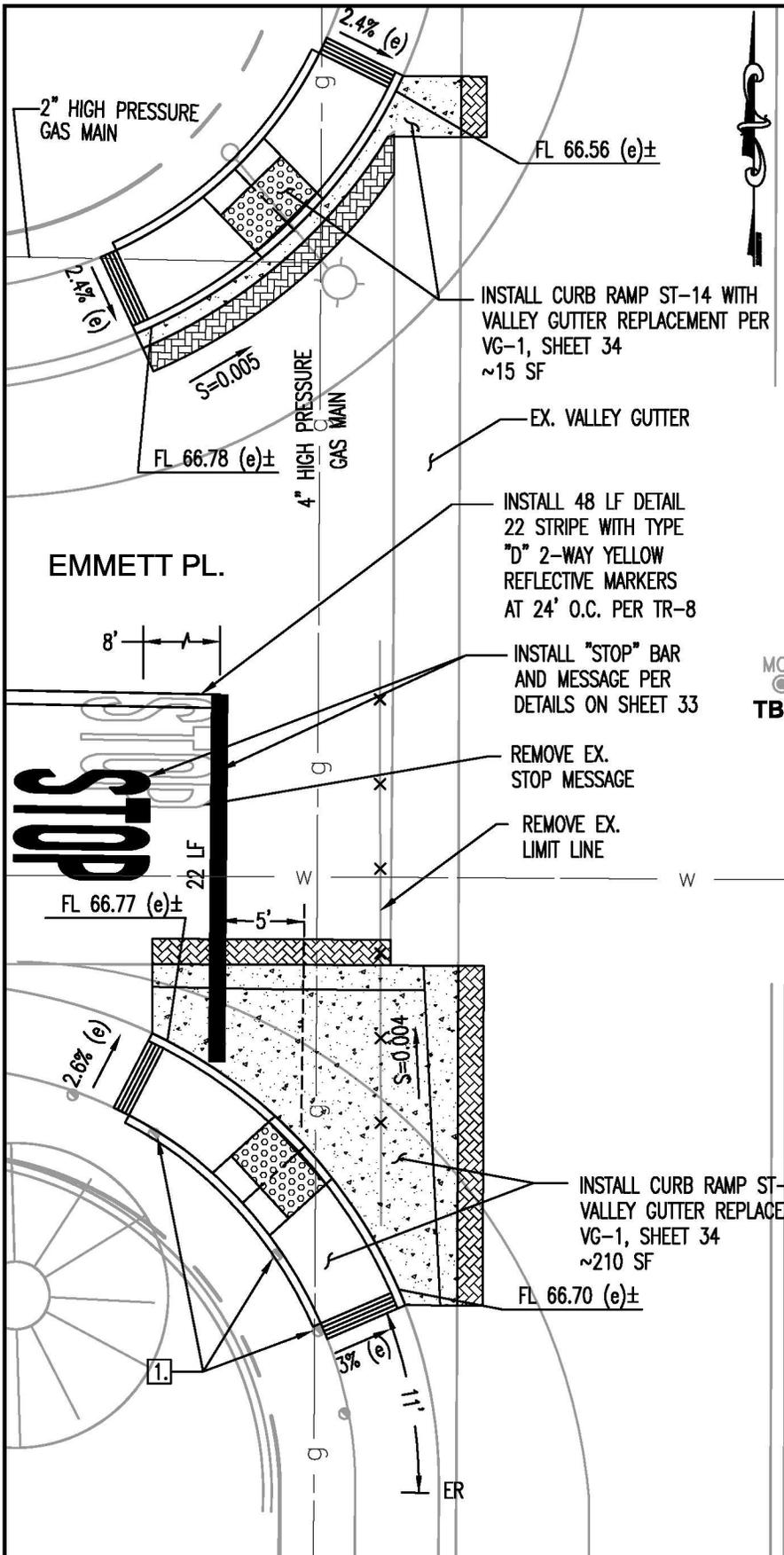
CITY OF SANTA CLARA
NOBILI AVENUE AND NOTRE DAME DRIVE
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

Scale	1"=10'
Sheet	14 OF 34
Tracing No.	12,054-A



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE



GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (IW)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.

MON
TBM

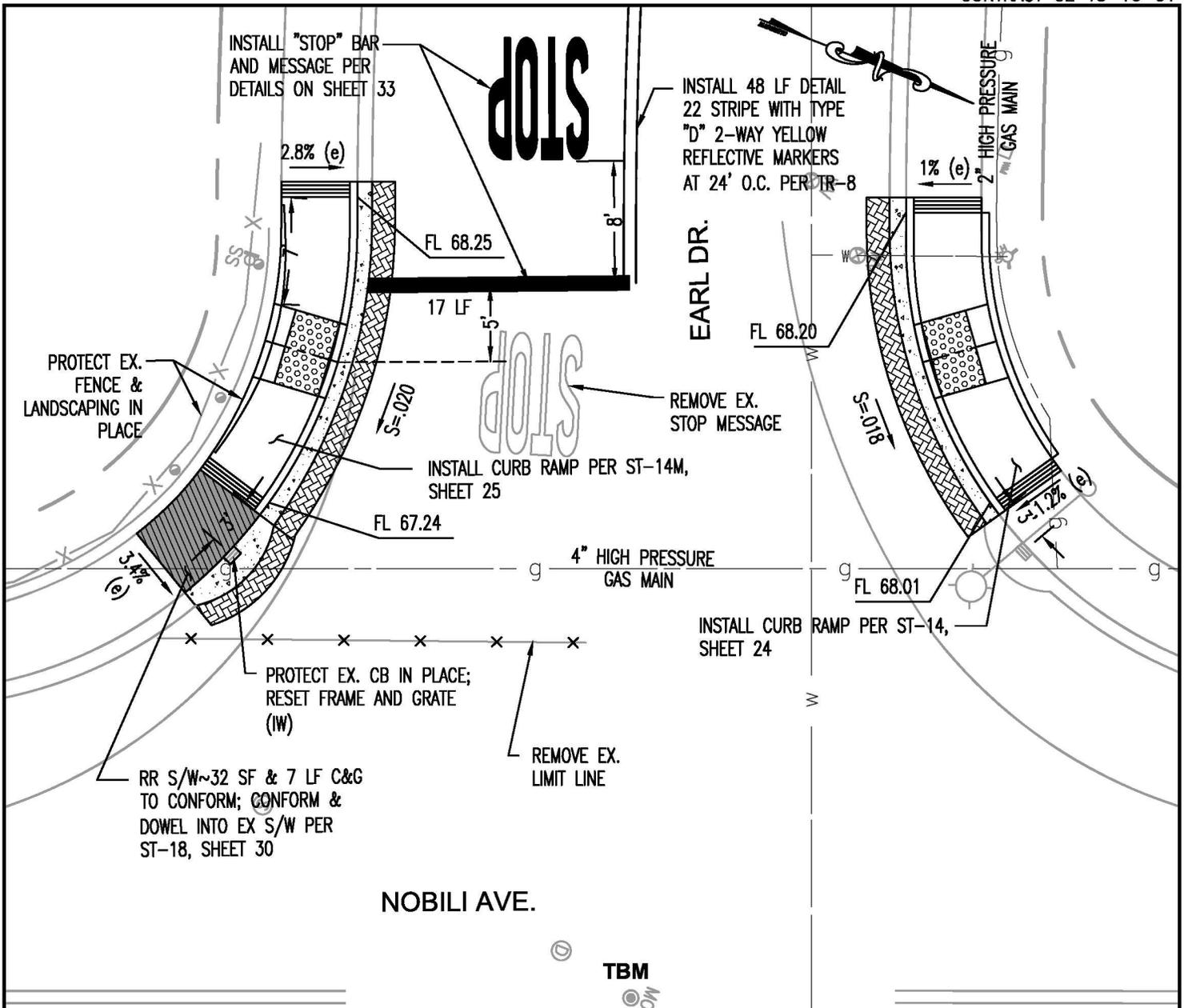
NOBILI AVE.

TBM: TOP OF MONUMENT LID AT CENTERLINE INTERSECTION OF NOBILI AVENUE AND EMMETT PLACE, EL. 67.46

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA
NOBILI AVENUE AND EMMETT PLACE
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

Scale 1"=10'
Sheet 15 OF 34
Tracing No. 12,054-A



GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (IW)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

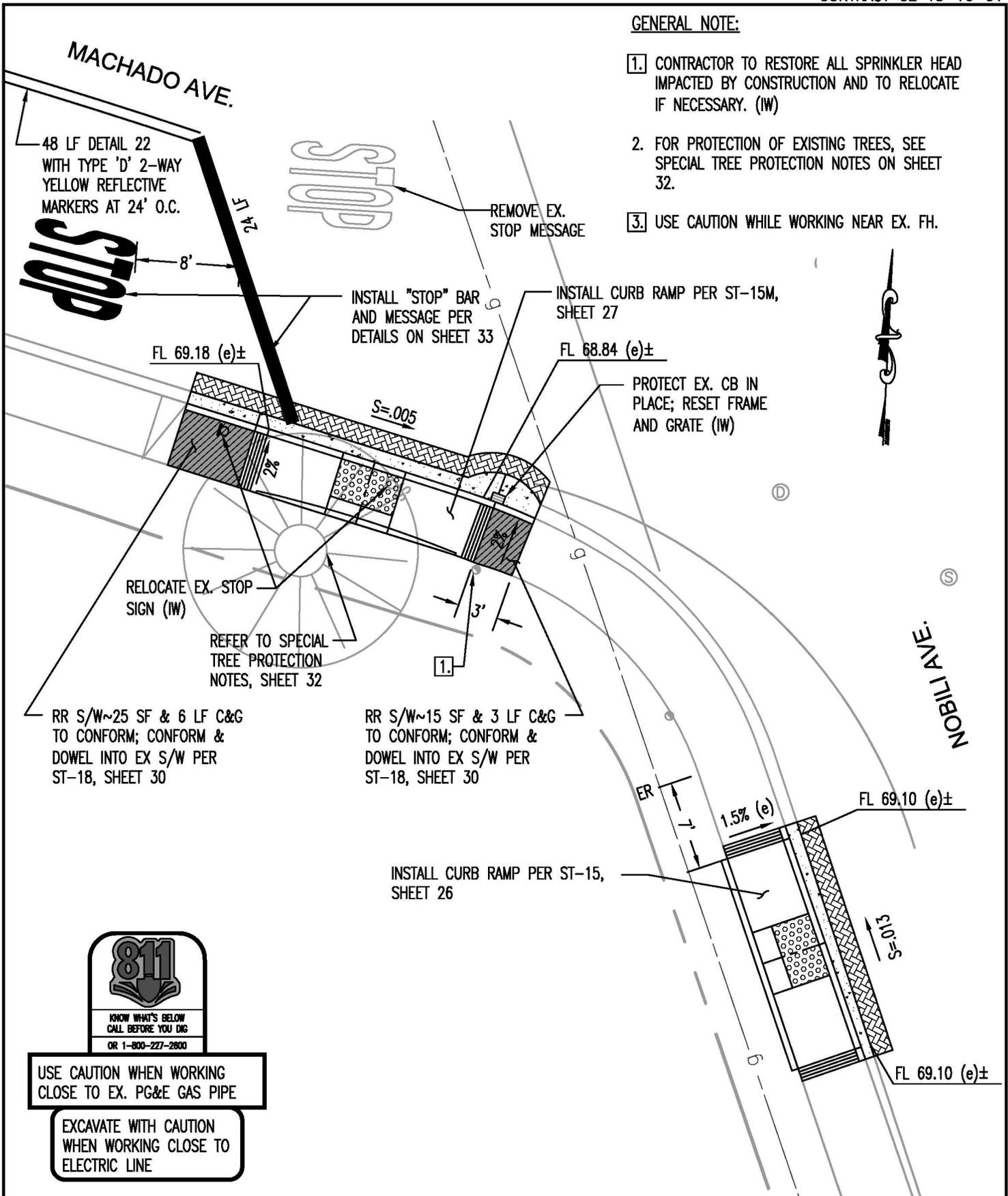
EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE

TBM: MONUMENT DISK AT CENTERLINE INTERSECTION OF NOBILI AVENUE AND EARL DRIVE, EL. 68.55

Revised			CITY OF SANTA CLARA NOBILI AVENUE AND EARL DRIVE REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED (FY 2015-16)	Scale	1"=10'
Drawn By	VL	04/15		Sheet	16 OF 34
Checked By	JD	05/15		Tracing No.	12,054-A
Reviewed By	FA	05/15			
Approved By	RAJEEV BATRA DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017				

GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (IW)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.



TBM: MONUMENT PIN AT CENTERLINE INTERSECTION OF NOBILI AVENUE AND MACHADO AVENUE, EL. 69.65

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA

NOBILI AVE AND MACHADO AVE (SOUTHWEST)
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

Scale	1"=10'
Sheet	17 OF 34
Tracing No.	12,054-A



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE

INSTALL "STOP" BAR AND MESSAGE PER DETAILS ON SHEET 33

NOBILI AVE.

STOP

40 LF DETAIL 22 WITH TYPE 'D' 2-WAY YELLOW REFLECTIVE MARKERS AT 24' O.C.

REMOVE EX. STOP MESSAGE

REMOVE EX. LIMIT LINE & DETAIL 22

RELOCATE EX. STOP SIGN (IW)

FL 68.85 (e)±

20 LF

S=0.003

RR S/W~25 SF & 6 LF C&G TO CONFORM; CONFORM & DOWEL INTO EX S/W PER ST-18, SHEET 30

INSTALL CURB RAMP PER ST-14, SHEET 24

FL 68.78 (e)±

PROTECT EX. CB IN PLACE; RESET FRAME AND GRATE (IW)



GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (IW)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.

MACHADO AVE.

2" HIGH PRESSURE GAS MAIN

4" HIGH PRESSURE GAS MAIN

TBM: MONUMENT PIN AT CENTERLINE INTERSECTION OF NOBILI AVENUE AND MACHADO AVENUE, EL. 69.65

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA

NOBILI AVE AND MACHADO AVE (NORTHWEST)
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

Scale	1"=10'
Sheet	18 OF 34
Tracing No.	12,054-A

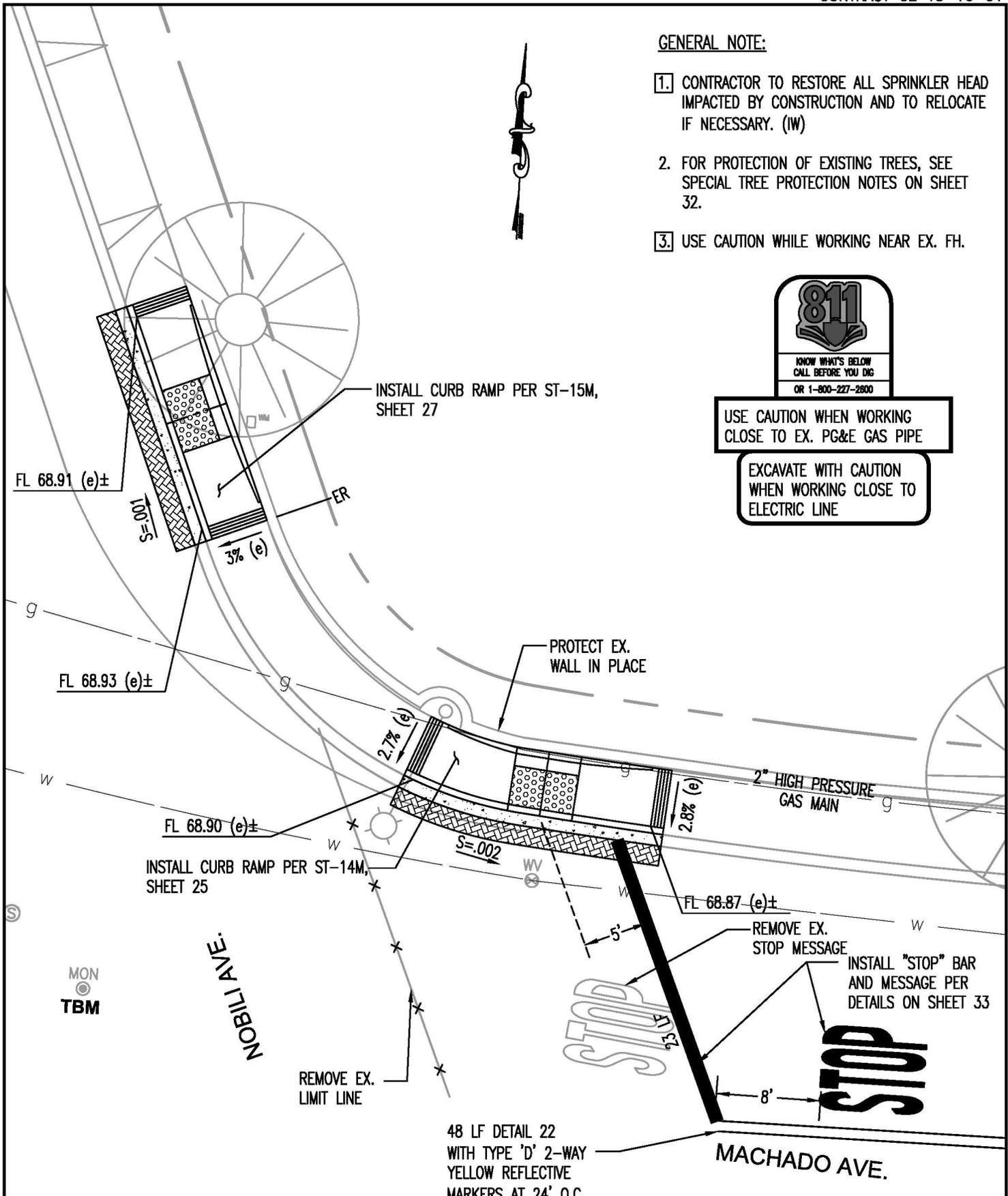
GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (IW)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE



TBM: MONUMENT PIN AT CENTERLINE INTERSECTION OF NOBILI AVENUE AND MACHADO AVENUE, EL. 69.65

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA

NOBILI AVENUE AND MACHADO AVENUE (EAST)
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

Scale	1"=10'
Sheet	19 OF 34
Tracing No.	12,054-A

GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (W)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE

MON
TBM

PROTECT EX. CB IN PLACE

INSTALL CURB RAMP PER ST-14, SHEET 24

REMOVE EX. FL 70.34 (e)±
LIMIT LINE

NOBILI AVE.

RR S/W~25 SF & 5 LF C&G TO CONFORM;
CONFORM & DOWEL INTO EX S/W PER ST-18,
SHEET 30

REMOVE EX. STOP MESSAGE

INSTALL CURB RAMP PER ST-14,
SHEET 24

FL 70.43 (e)±

4" HIGH PRESSURE
GAS MAIN

INSTALL "STOP" BAR
AND MESSAGE PER
DETAILS ON SHEET 33

48 LF DETAIL 22
WITH TYPE 'D' 2-WAY
YELLOW REFLECTIVE
MARKERS AT 24' O.C.

2" HIGH PRESSURE
GAS MAIN

S=0.005

FL 70.64

FL 71.08 (e)±

BONITA AVE.

STOP

RR S/W~15 SF & 3 LF CURB TO
CONFORM; CONFORM & DOWEL
INTO EX S/W PER ST-18, SHEET
30

REFER TO SPECIAL
TREE PROTECTION
NOTES, SHEET 32

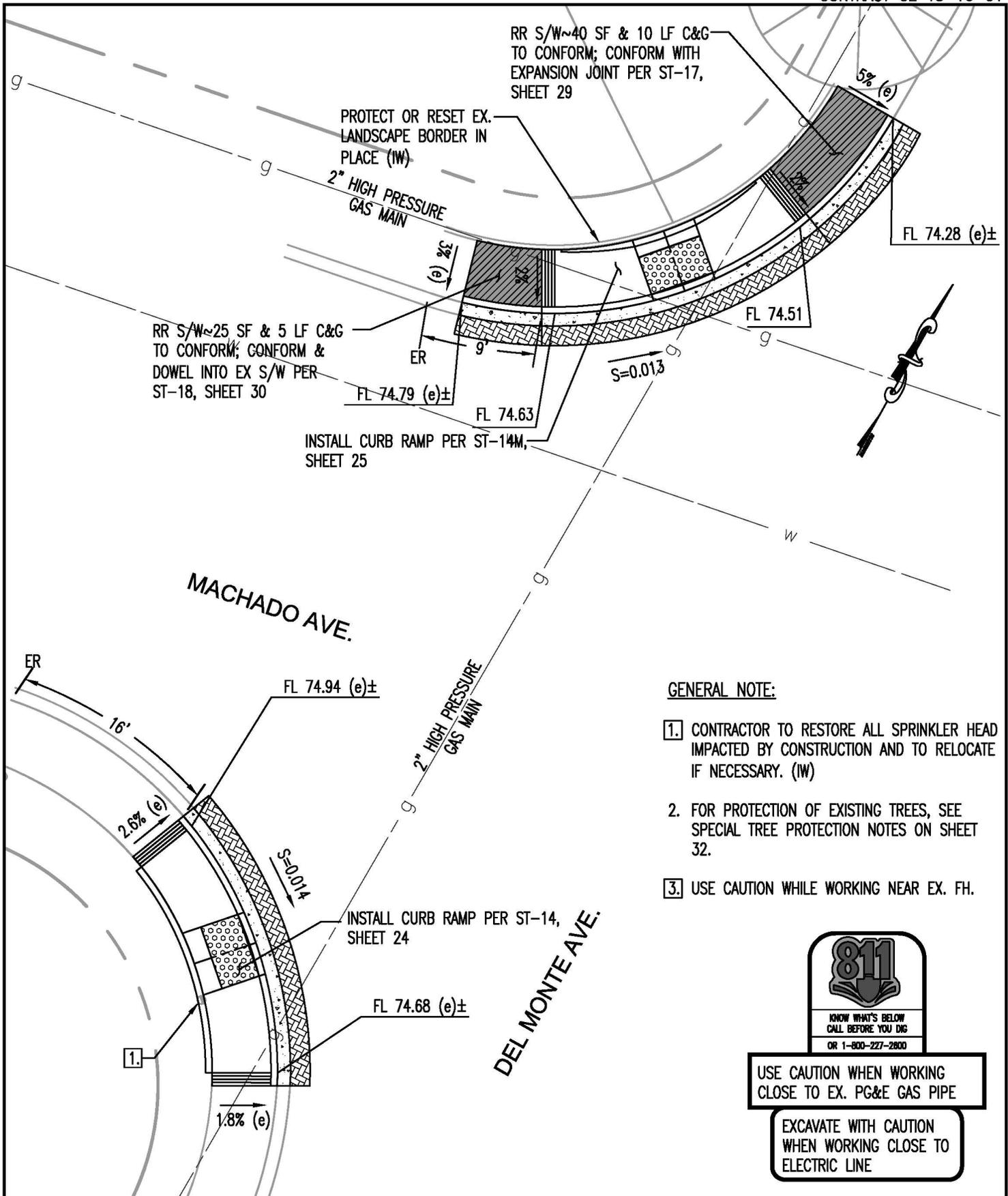
RR S/W~20 SF & 5 LF C&G TO
CONFORM; CONFORM & DOWEL
INTO EX S/W PER ST-18, SHEET
30

TBM: MONUMENT DISK AT CENTERLINE INTERSECTION OF NOBILI AVENUE AND BONITA AVENUE, EL. 71.12

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA
NOBILI AVENUE AND BONITA AVENUE
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

Scale	1"=10'
Sheet	21 OF 34
Tracing No.	12,054-A



GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (IW)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.



USE CAUTION WHEN WORKING CLOSE TO EX. PG&E GAS PIPE

EXCAVATE WITH CAUTION WHEN WORKING CLOSE TO ELECTRIC LINE

TBM: MONUMENT PIN AT CENTERLINE INTERSECTION OF MACHADO AVENUE AND DEL MONTE AVENUE, EL. 75.18

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA

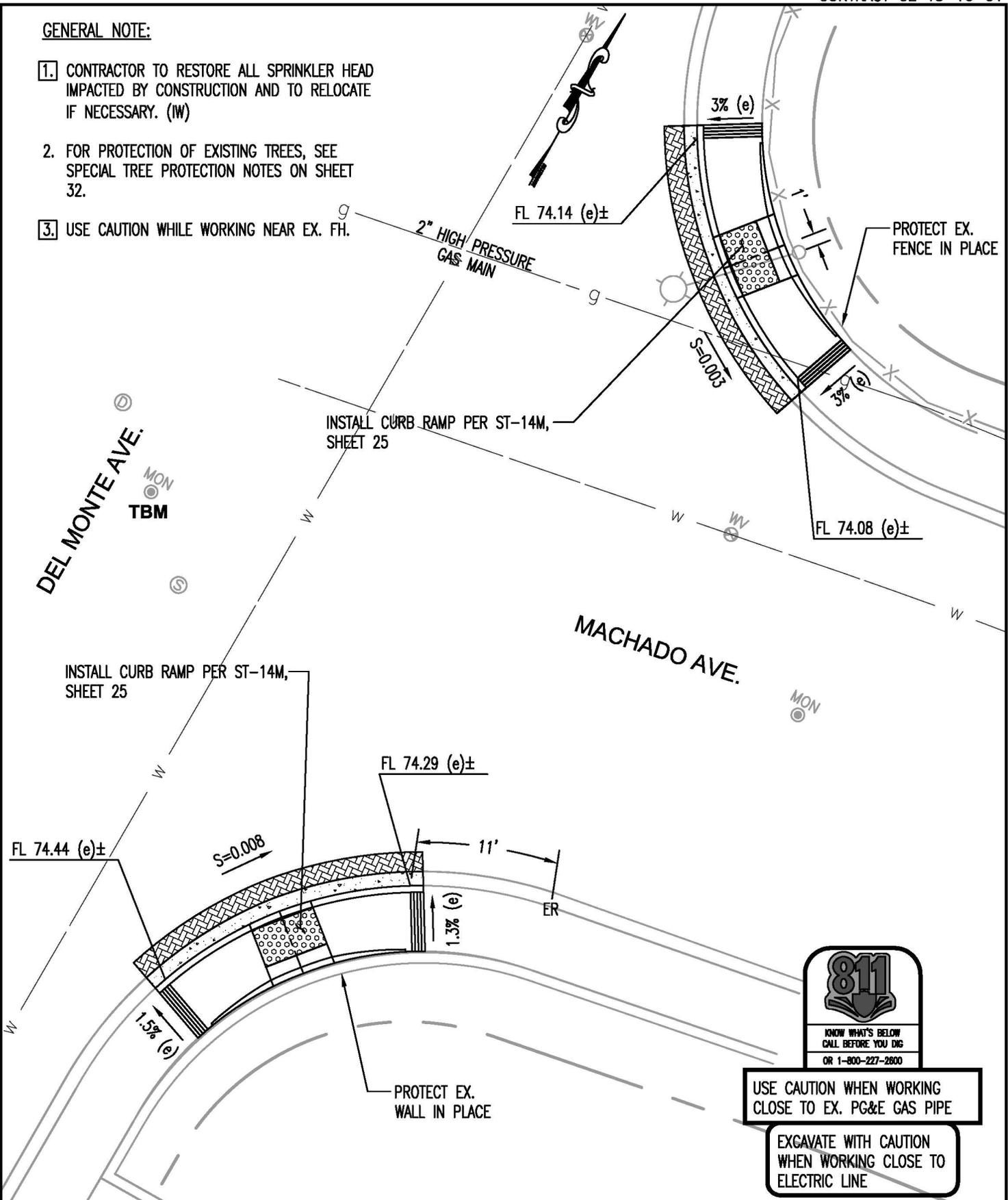
MACHADO AVENUE AND DEL MONTE AVE (WEST)

REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED (FY 2015-16)

Scale	1"=10'
Sheet	22 OF 34
Tracing No.	12,054-A

GENERAL NOTE:

1. CONTRACTOR TO RESTORE ALL SPRINKLER HEAD IMPACTED BY CONSTRUCTION AND TO RELOCATE IF NECESSARY. (1W)
2. FOR PROTECTION OF EXISTING TREES, SEE SPECIAL TREE PROTECTION NOTES ON SHEET 32.
3. USE CAUTION WHILE WORKING NEAR EX. FH.



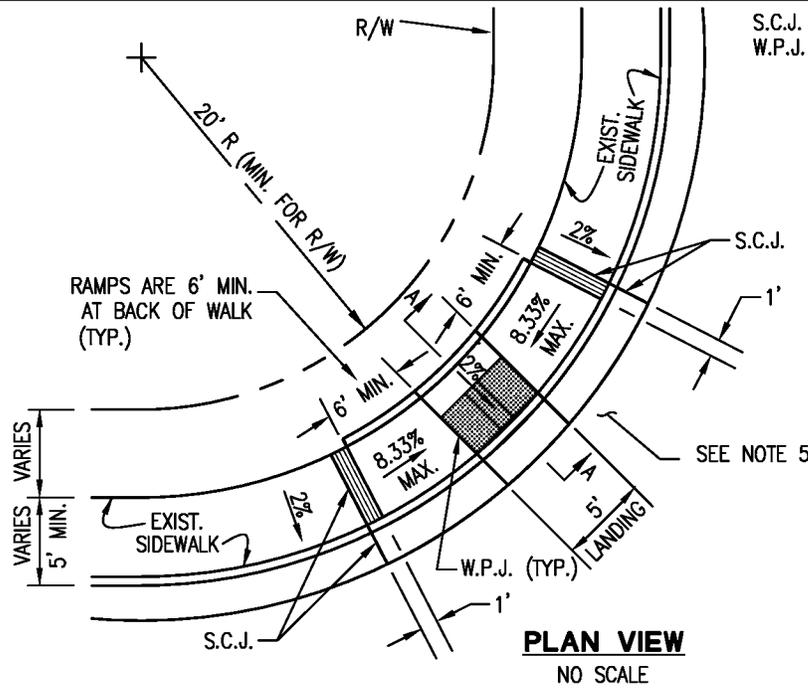
TBM: MONUMENT PIN AT CENTERLINE INTERSECTION OF MACHADO AVENUE AND DEL MONTE AVENUE, EL. 75.18

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA

MACHADO AVENUE AND DEL MONTE AVE (EAST)
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

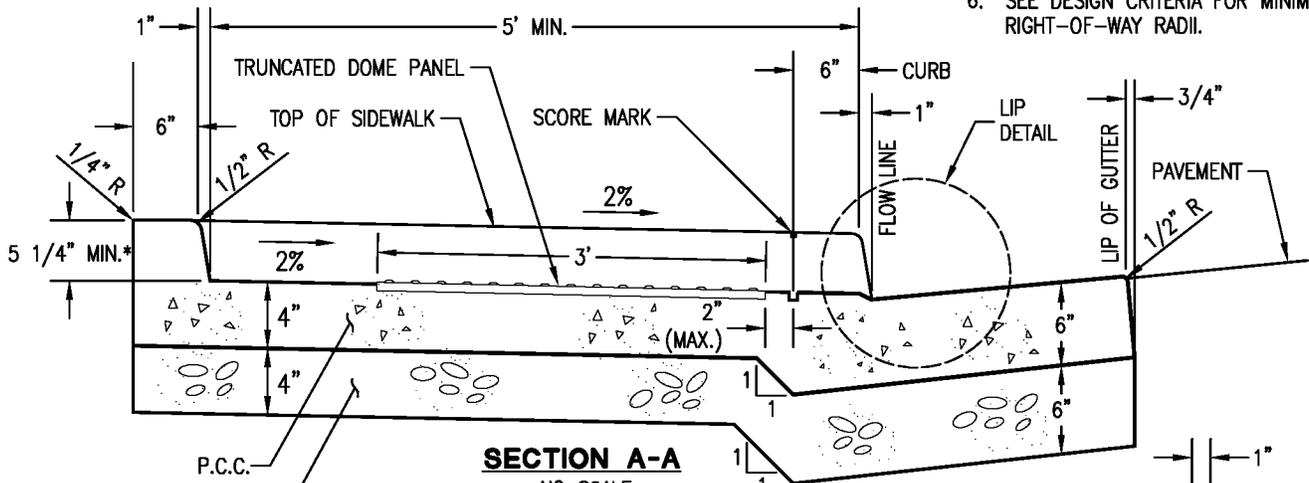
Scale	1"=10'
Sheet	23 OF 34
Tracing No.	12,054-A



PLAN VIEW
NO SCALE

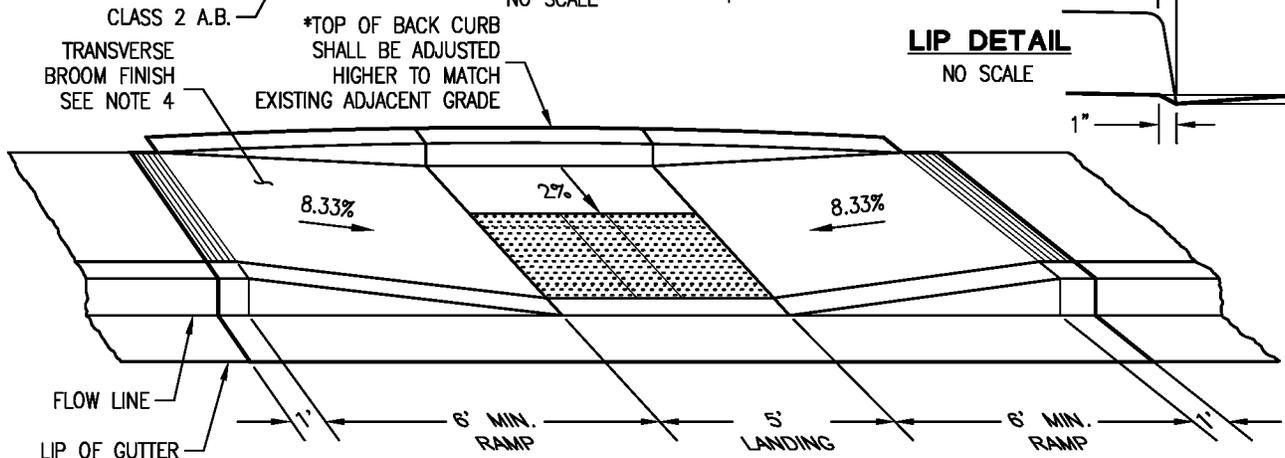
NOTES:

1. CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES (GROOVING AND TRUNCATED DOMES). SEE DETAIL ST-16 FOR GROOVING DETAILS AND TRUNCATED DOME DETAILS.
2. AT THE DISCRETION OF CITY ENGINEER, TWO CURB RAMPS SHALL BE REQUIRED WHERE THERE ARE TWO CROSS WALKS AT A CORNER.
3. CURB RAMPS FOR SEPARATED SIDEWALKS SHALL BE DESIGNED ON AN INDIVIDUAL BASIS.
4. THE SURFACE OF RAMP SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.
5. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.
6. SEE DESIGN CRITERIA FOR MINIMUM RIGHT-OF-WAY RADII.



SECTION A-A
NO SCALE

LIP DETAIL
NO SCALE



ELEVATION VIEW
NO SCALE

SHEET 24 OF 34
Tracing No. 12,054-A



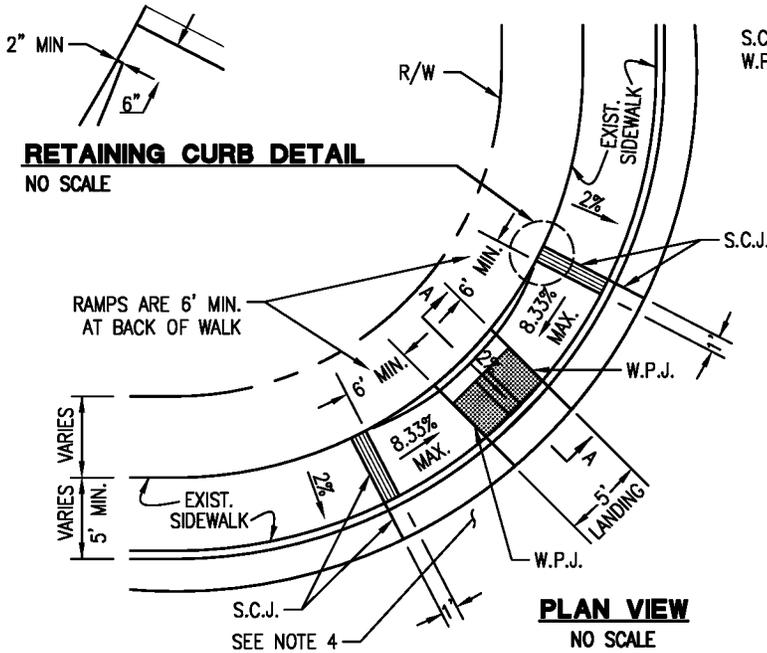
DRAWN BY: K. TRAN
 CHECKED BY: F. AMIN
 APPROVED BY: G. GOMEZ
 DATE: OCTOBER 2013

CURVED CURB RAMP

CITY OF SANTA CLARA

ST-14

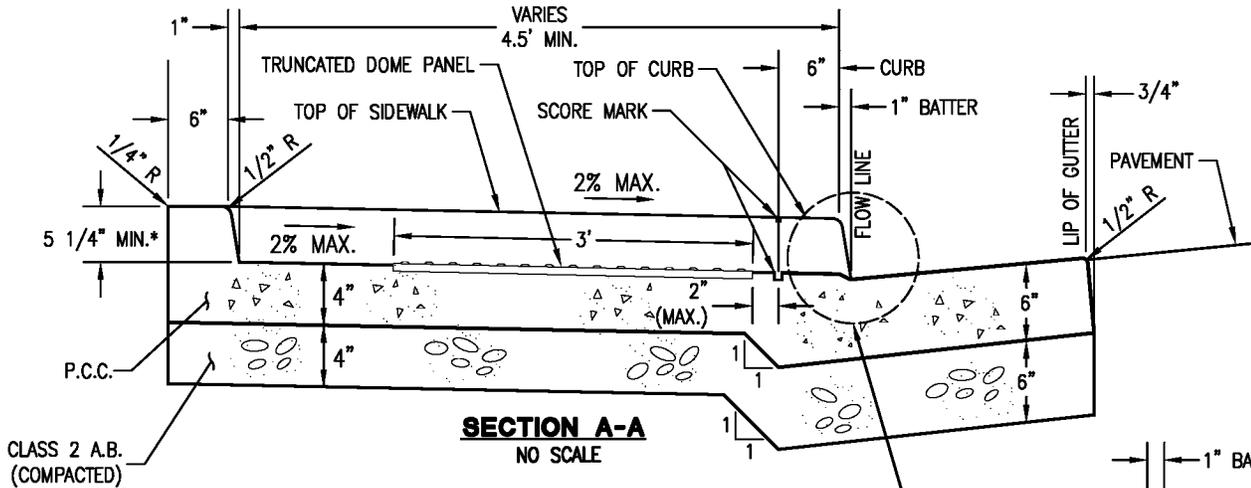
PAGE: 14



S.C.J. = SIDEWALK CONTACT JOINT
W.P.J. = WEAKENED PLANE JOINT

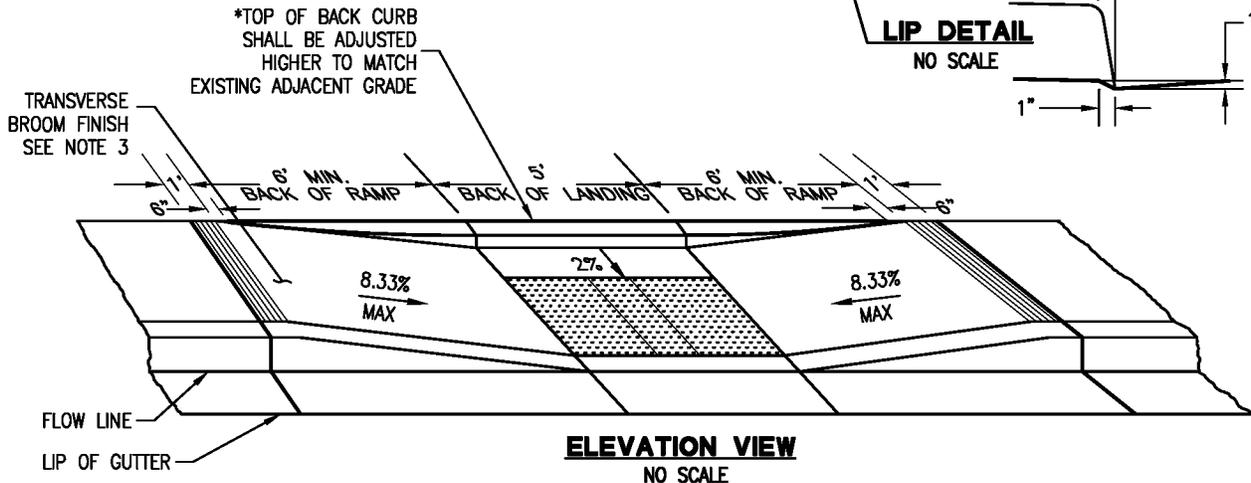
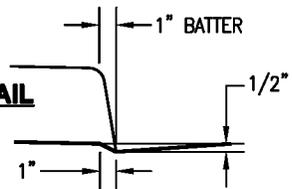
NOTES:

1. CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES (GROOVING AND TRUNCATED DOMES). SEE DETAIL ST-16, SHEET 28, OF THE PLANS FOR GROOVING AND TRUNCATED DOME DETAILS.
2. AT THE DISCRETION OF CITY ENGINEER, TWO CURB RAMPS SHALL BE REQUIRED WHERE THERE ARE TWO CROSS WALKS AT A CORNER.
3. THE SURFACE OF THE SLOPED PORTIONS OF RAMP SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.
4. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES ON SHEET 2 FOR REQUIREMENTS.
5. GREASE EXPOSED ENDS OF SIDEWALK CONTACT JOINTS.



LIP DETAIL

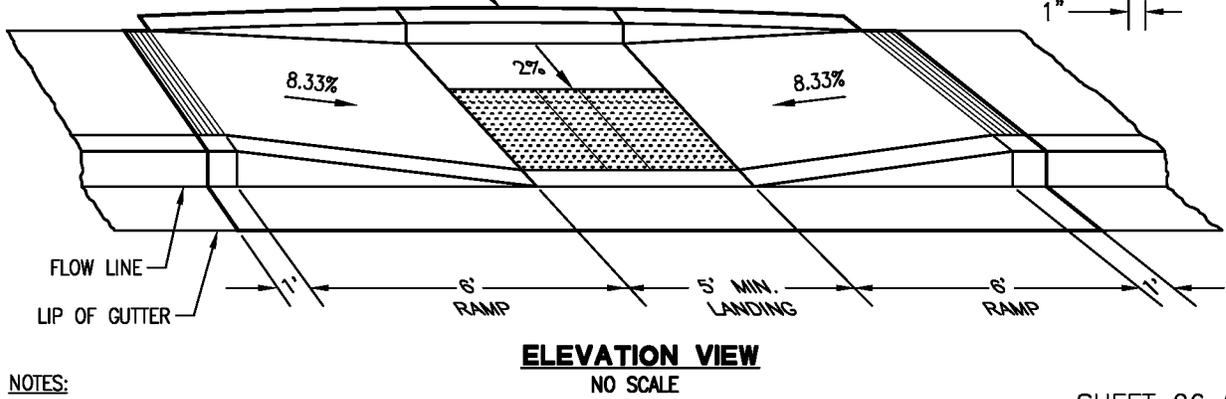
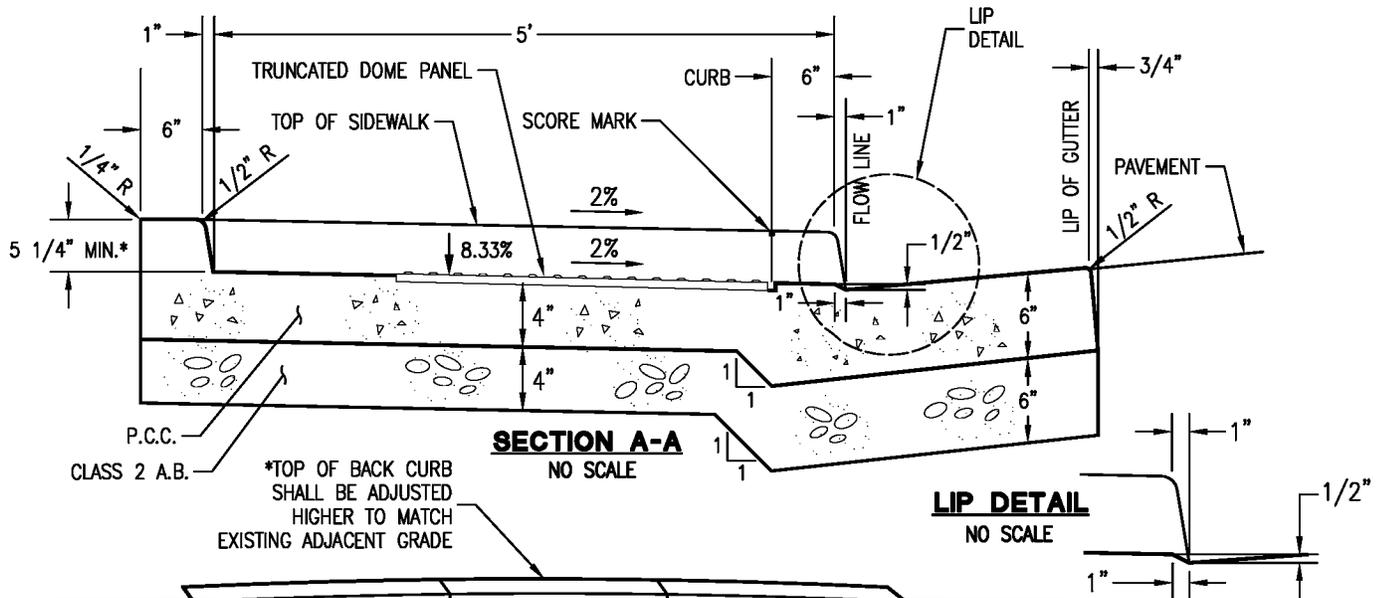
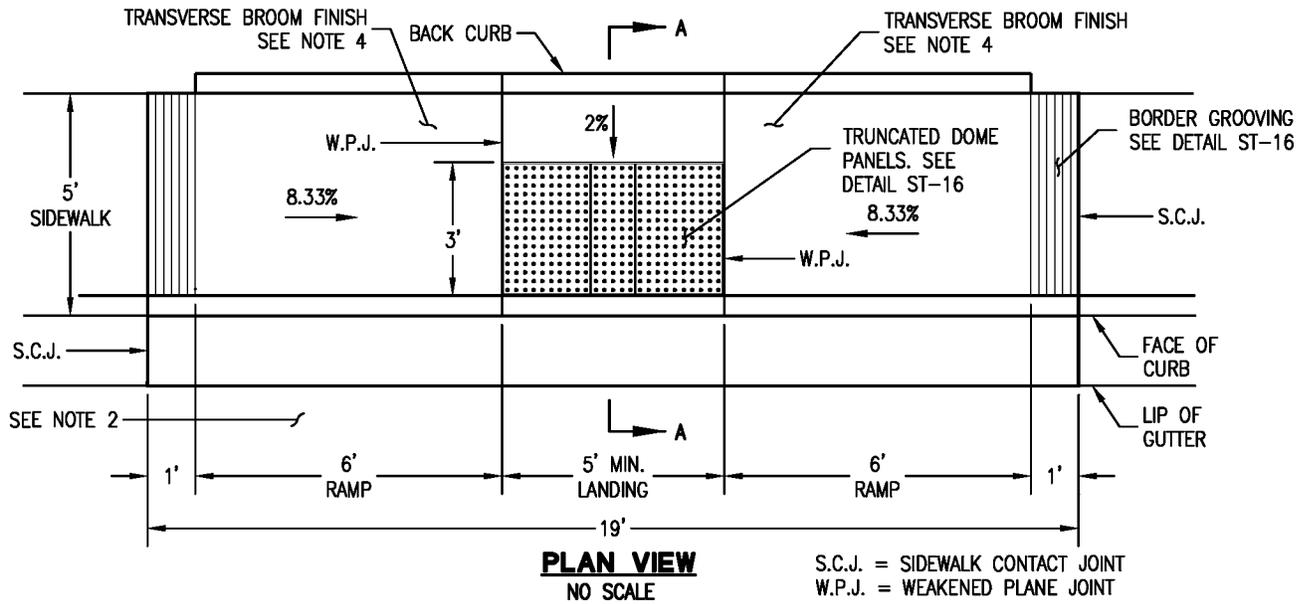
NO SCALE



Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA
MODIFIED CURVED CURB RAMP
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

ST-14M
Sheet
25 OF 34
Tracing No.
12,054-A



NOTES:

1. CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES (GROOVING AND TRUNCATED DOMES). SEE DETAIL ST-16 FOR GROOVING DETAILS AND TRUNCATED DOME DETAILS.
2. 18" WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED. SEE NOTE 5 OF GENERAL NOTES (APPENDIX) FOR REQUIREMENTS.
3. CURB RAMPS FOR SEPARATED SIDEWALKS SHALL BE DESIGNED ON AN INDIVIDUAL BASIS.
4. THE SURFACE OF RAMP SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.

SHEET 26 OF 34
Tracing No. 12,054-A



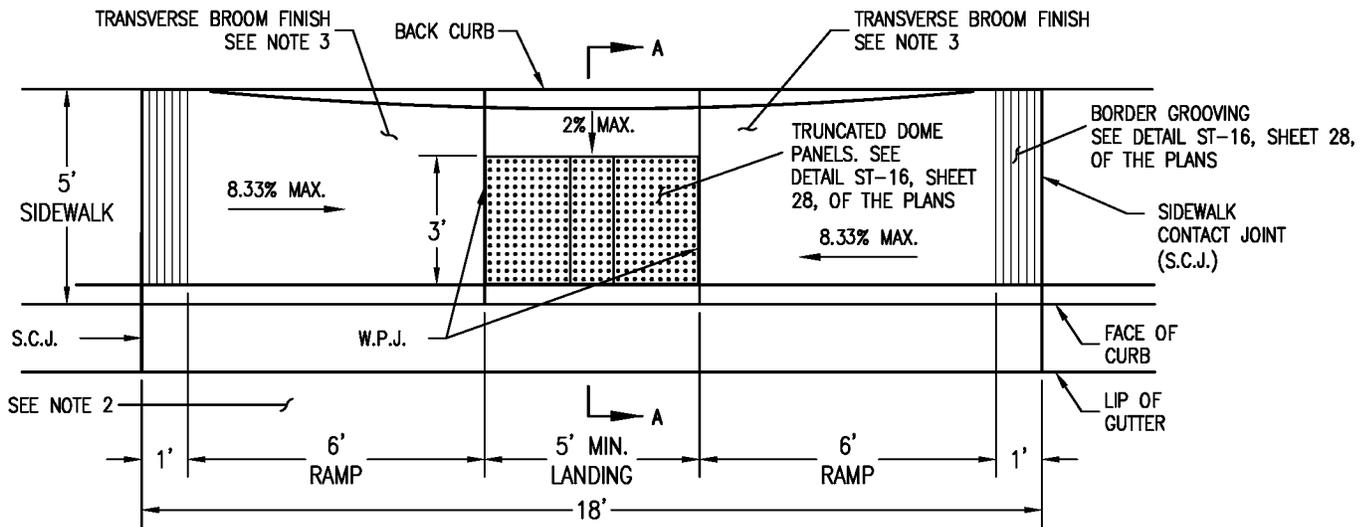
DRAWN BY: **K. TRAN**
 CHECKED BY: **F. AMIN**
 APPROVED BY: **G. GOMEZ**
 DATE: **OCTOBER 2013**

STRAIGHT CURB RAMP

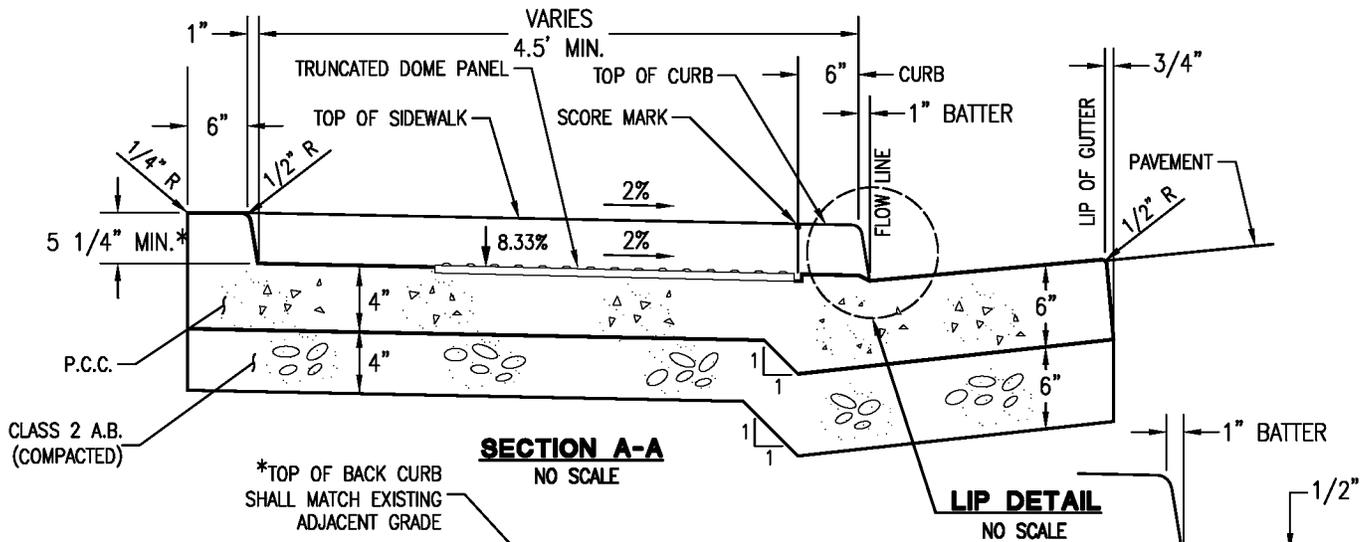
CITY OF SANTA CLARA

ST-15

PAGE: 15

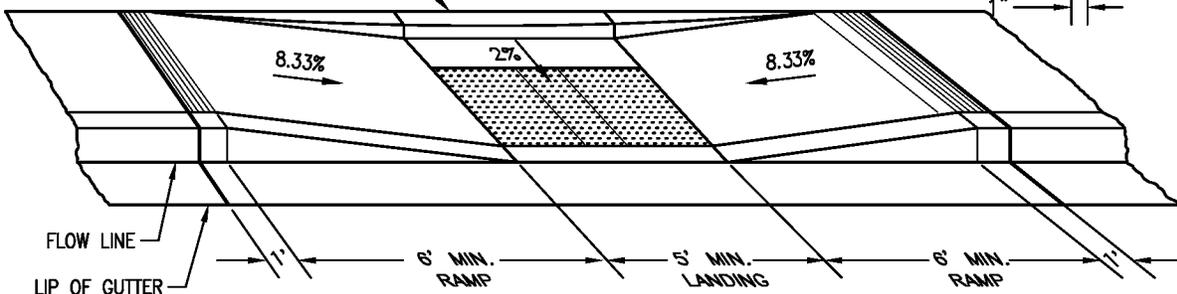


PLAN VIEW
NO SCALE



SECTION A-A
NO SCALE

LIP DETAIL
NO SCALE



ELEVATION VIEW
NO SCALE

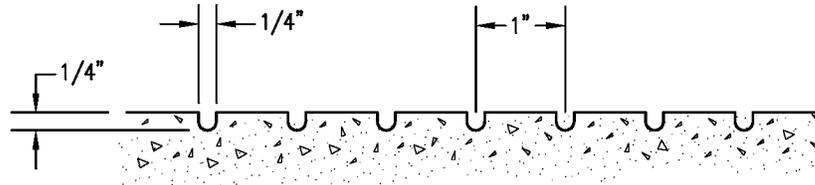
Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA
 MODIFIED STRAIGHT CURB RAMP
 REMOVAL OF BARRIERS TO THE
 PHYSICALLY CHALLENGED (FY 2015-16)

ST-15M
 Sheet
 27 OF 34
 Tracing No.
 12,054-A

NOTES:

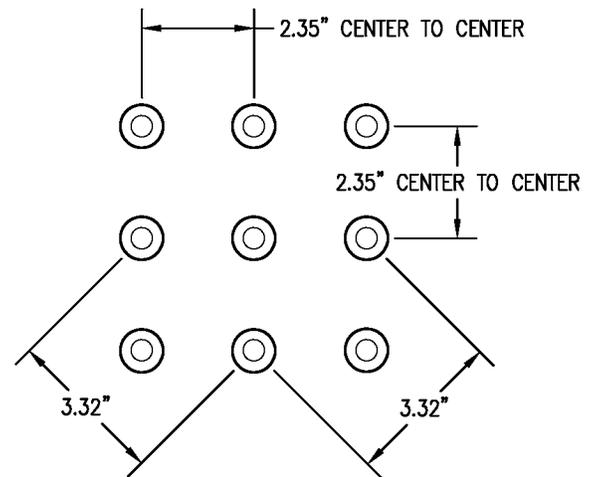
1. THE CURB RAMP SHALL HAVE A 12" WIDE BORDER WITH 1/4" GROOVES APPROXIMATELY 1" O.C. SEE BORDER GROOVING DETAIL.



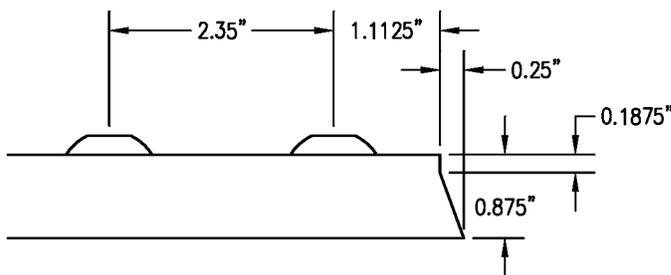
BORDER GROOVING DETAIL

NOTES:

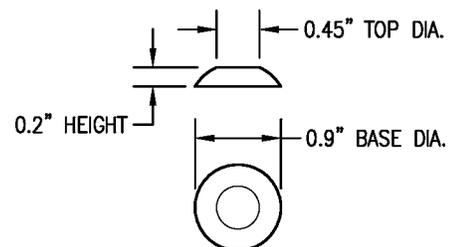
1. THE DETECTABLE WARNING SURFACE SHALL CONSIST OF RAISED TRUNCATED DOMES EXTENDING THE FULL WIDTH OF AND 3'-0" DEPTH OF THE CURB RAMP LANDING.
2. THE RAISED TRUNCATED DOME PANELS SHALL BE CENTERED AND SQUARED ON THE CURB RAMP.
3. THE RAISED TRUNCATED DOME PANELS SHALL BE CONCRETE, CASTinTACT™ MANUFACTURED BY MASCO, TELEPHONE NO. 1-530-878-2440, OR APPROVED EQUAL.
4. THE COLOR OF THE RAISED TRUNCATED DOMES SHALL BE "SAFETY YELLOW".
5. THE EDGE OF THE RAISED TRUNCATED DOME PANEL NEAREST THE STREET SHALL BE BETWEEN 6" AND 8" FROM THE GUTTER FLOWLINE.
6. ALL TRUNCATED DOME DIMENSIONS HEREIN ARE NOMINAL.



RAISED TRUNCATED DOME PATTERN (IN-LINE)



TRUNCATED DOME PANEL WEDGE DETAIL



RAISED TRUNCATED DOME

SHEET 28 OF 34
Tracing No. 12,054-A



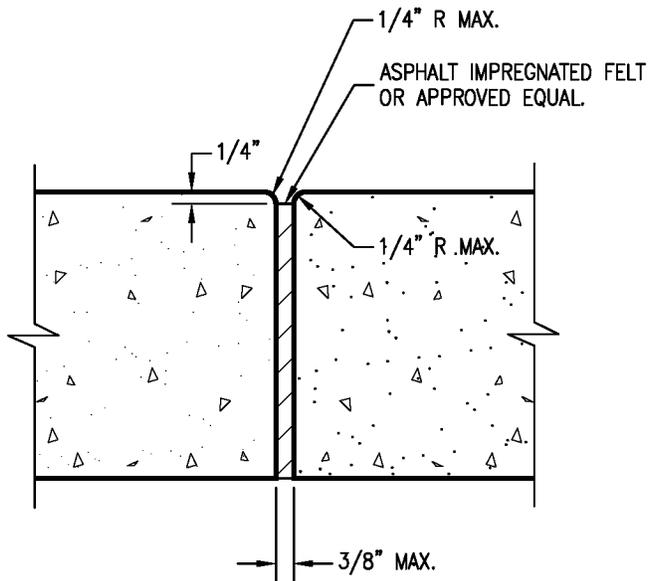
DRAWN BY:	K. TRAN
CHECKED BY:	F. AMIN
APPROVED BY:	G. GOMEZ
DATE:	OCTOBER 2013

CURB RAMP GROOVING AND TRUNCATED DOME DETAILS

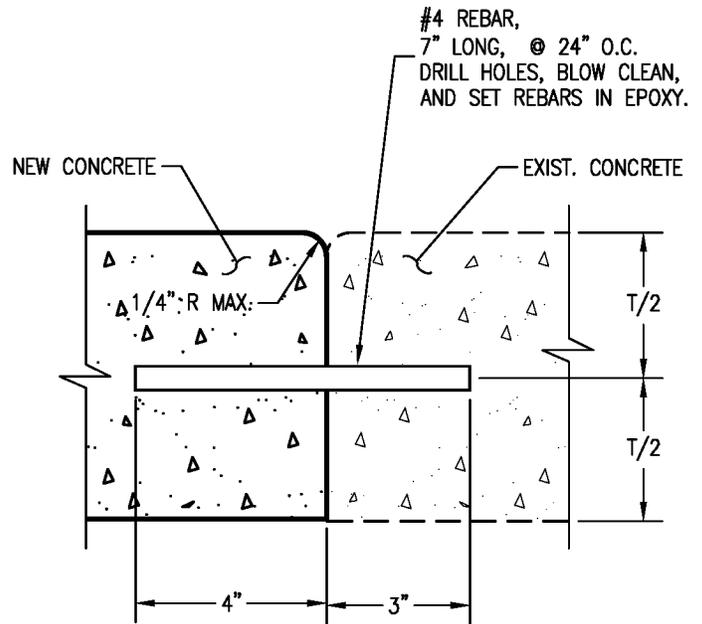
CITY OF SANTA CLARA

ST-16

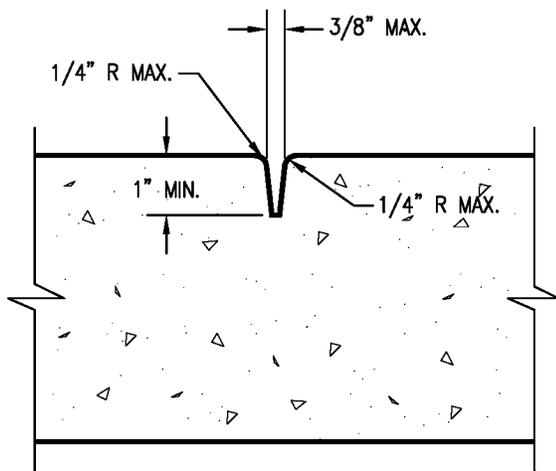
PAGE: 16



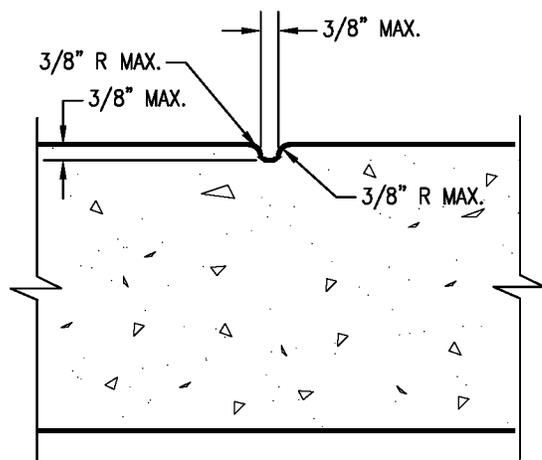
EXPANSION JOINT



**SIDEWALK CONTACT JOINT
"COLD JOINT"**



**WEAKENED PLANE JOINT
"DEEP JOINT"**



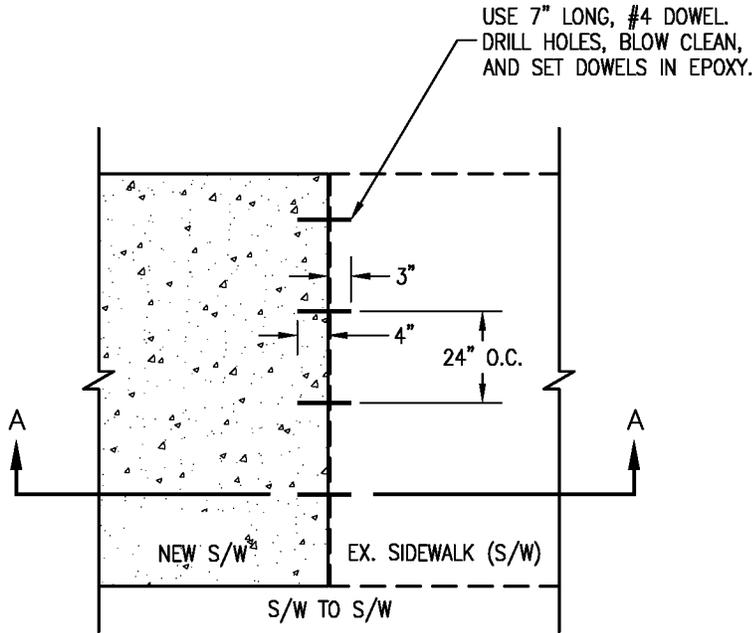
**SCORE MARK
"DUMMY JOINT"**



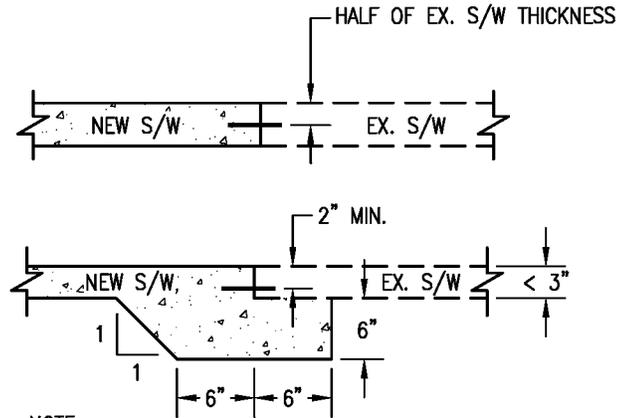
DRAWN BY:	K. TRAN
CHECKED BY:	F. AMIN
APPROVED BY:	G. GOMEZ
DATE:	OCTOBER 2013

CONCRETE JOINTS
CITY OF SANTA CLARA

ST-17
PAGE: 17



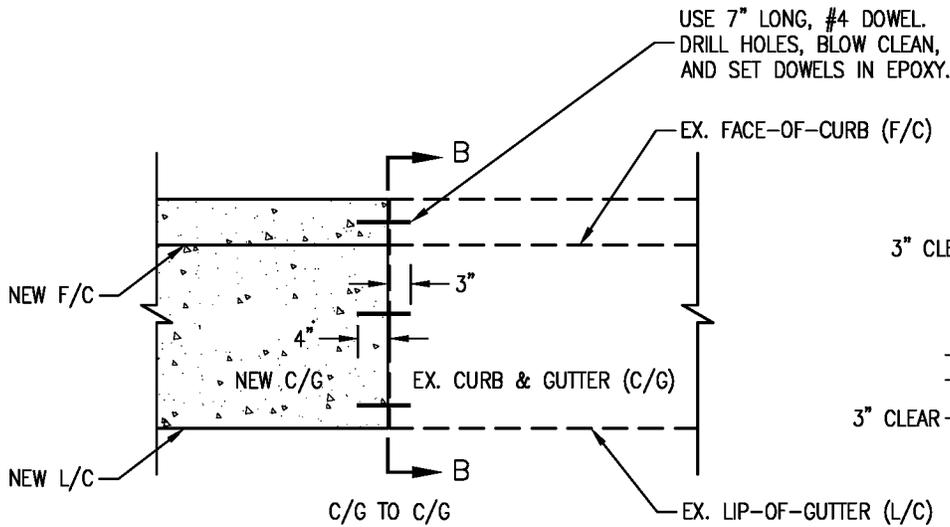
PLAN VIEW
NO SCALE



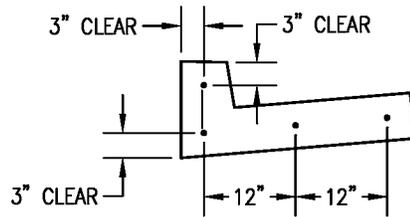
NOTE:
IF EXISTING SIDEWALK IS LESS THAN 3" THICK,
USE 6" DEEP X 12" WIDE P.C.C. KEY WITH
DOWEL CONNECTION.

SECTION A-A
NO SCALE

SIDEWALK



PLAN VIEW
NO SCALE



SECTION B-B
NO SCALE

CURB & GUTTER

SHEET 30 OF 34
Tracing No. 12,054-A



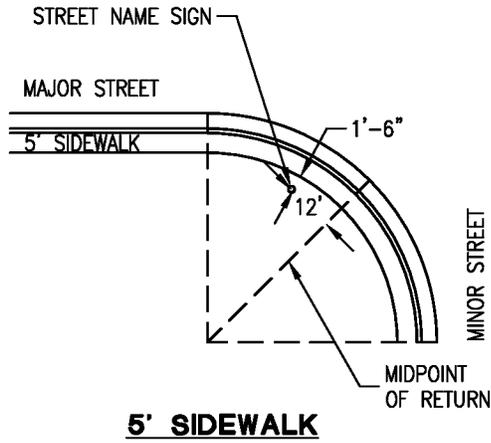
DRAWN BY:	K. TRAN
CHECKED BY:	F. AMIN
APPROVED BY:	G. GOMEZ
DATE:	OCTOBER 2013

DOWEL CONNECTIONS

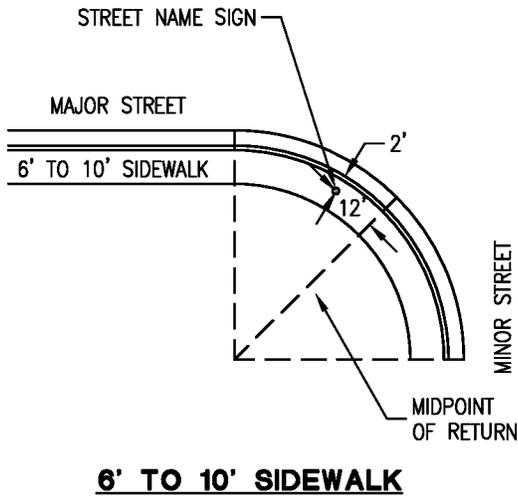
CITY OF SANTA CLARA

ST-18

PAGE: 18



5' SIDEWALK

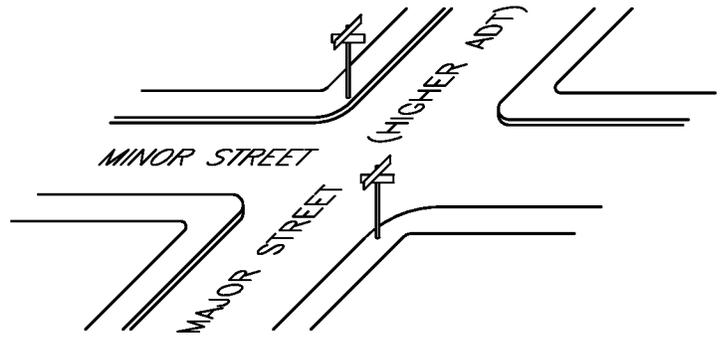


6' TO 10' SIDEWALK

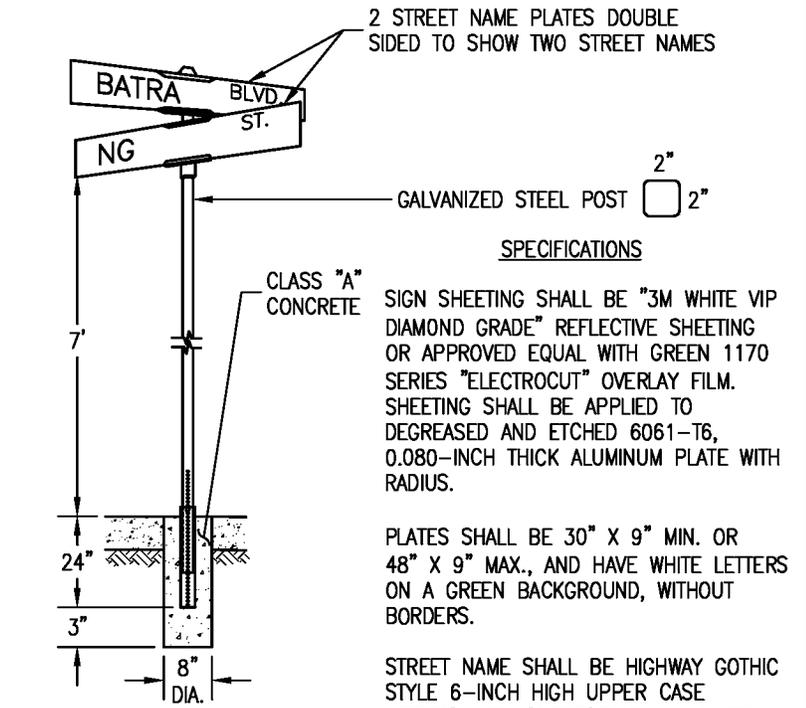
STREET NAME SIGN LOCATION DETAILS
NO SCALE

NOTES:

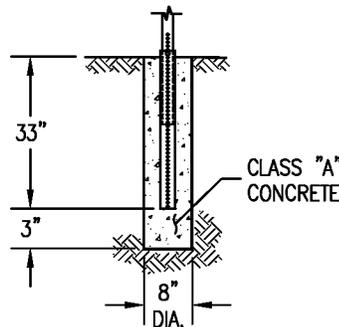
1. TWO STREET NAME SIGNS LOCATED DIAGONALLY ACROSS FROM EACH OTHER ARE REQUIRED WHERE ONE OF THE TWO INTERSECTING STREETS' WIDTH (CURB TO CURB) IS 64' OR MORE.
2. ONLY ONE STREET NAME SIGN IS REQUIRED IF BOTH INTERSECTING STREETS' WIDTHS (CURB TO CURB) ARE LESS THAN 64'.
3. PRIVATE STREET NAME SIGN SHALL BE WHITE LETTERING ON BROWN BACKGROUND AND SHALL BE PLACED OUTSIDE PUBLIC ROW.



TYPICAL STREET NAME SIGN LOCATIONS
NO SCALE



FOOTING IN SIDEWALK



FOOTING IN DIRT

SPECIFICATIONS

SIGN SHEETING SHALL BE "3M WHITE VIP DIAMOND GRADE" REFLECTIVE SHEETING OR APPROVED EQUAL WITH GREEN 1170 SERIES "ELECTRO CUT" OVERLAY FILM. SHEETING SHALL BE APPLIED TO DECREASED AND ETCHED 6061-T6, 0.080-INCH THICK ALUMINUM PLATE WITH RADIUS.

PLATES SHALL BE 30" X 9" MIN. OR 48" X 9" MAX., AND HAVE WHITE LETTERS ON A GREEN BACKGROUND, WITHOUT BORDERS.

STREET NAME SHALL BE HIGHWAY GOTHIC STYLE 6-INCH HIGH UPPER CASE LETTERS WITH CORRESPONDING LOWER CASE LETTERS. 4-INCH LETTERS SHALL BE USED FOR "AVE., BLVD., CT., DR., PL., RD., ST." "LANE" AND "WAY" SHALL NOT BE ABBREVIATED.

ASSEMBLY HARDWARE SHALL BE "WESTERN HIGHWAY PRODUCTS" (WHP) NO. (812F/12" FOR FLAT BLADES) OR NO. (812F-90% CROSSPIECE FOR FLAT BLADES) OR APPROVED EQUAL.

2" X 2" GALVANIZED STEEL POST SHALL BE INSTALLED WITH WHP "ANCHOR-MATE" SIGN POST SUPPORT ANCHOR OR APPROVED EQUAL.

SHEET 31 OF 34 **STREET NAME SIGN**
Tracing No. 12,054-A NO SCALE



DRAWN BY: **K. TRAN**
 CHECKED BY: **B. TRAN**
 APPROVED BY: **D. NG**
 DATE: **OCTOBER 2013**

STREET NAME SIGN AND LOCATION
 CITY OF SANTA CLARA

TR-1
 PAGE: 49

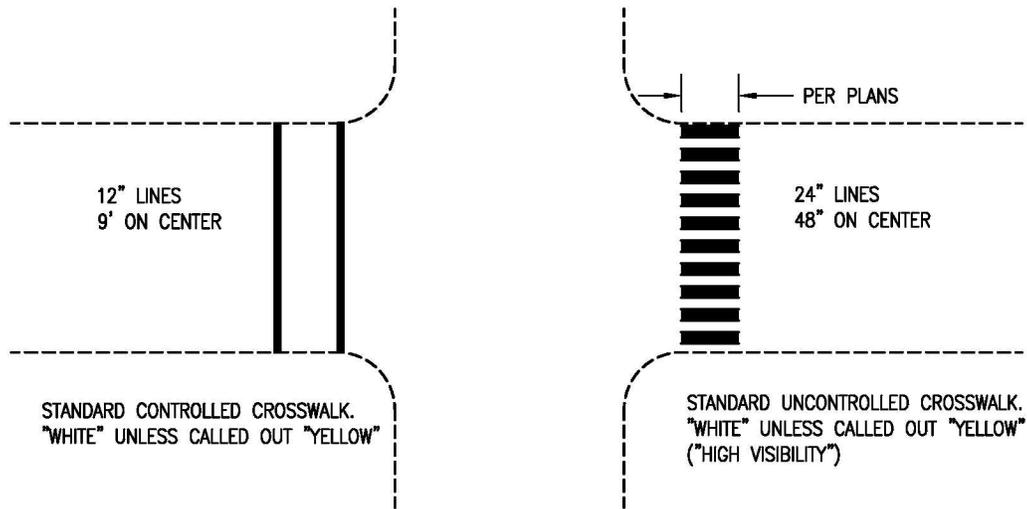
SPECIAL TREE PROTECTION NOTES

1. NO CUTTING OF ANY PART OF PRIVATE TREES, INCLUDING ROOTS, SHALL BE DONE WITHOUT DIRECT SUPERVISION OF A CERTIFIED ARBORIST BY INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA). THE ISA CERTIFIED ARBORIST IS TO BE HIRED BY THE CONTRACTOR AT NO COST TO THE CITY.
2. ALL RECOMMENDATIONS BY THE ISA CERTIFIED ARBORIST AND APPROVED BY THE CITY ARBORIST SHALL BE FOLLOWED. CONTRACTOR SHALL ALSO ARRANGE FOR THE PRESENCE OF CITY ARBORIST DURING EXCAVATION NEAR ANY TREE(S) THROUGH THE CITY INSPECTOR.
3. EXTRA CARE SHALL BE TAKEN TO AVOID ANY DAMAGE TO THE EXISTING TREE(S) IN THE AREA OF WORK. NO TREE SHALL BE REMOVED UNLESS SPECIFIED IN THE PLANS. CONTRACTOR SHALL REFER TO SUB-SECTION 6.7, "PROTECTIONS OF EXISTING TREES," OF SECTION 02020, LANDSCAPING AND IRRIGATION, OF CSC STANDARD SPECIFICATIONS FOR TREE PROTECTION NOTES. CONTRACTOR SHALL PRESUME EXTENSIVE HAND DIGGING IN THE VICINITY OF ANY TREE(S).
4. CONTRACTOR SHALL MEET WITH THE CITY ARBORIST BEFORE BEGINNING WORK TO DISCUSS WORK PROCEDURES AND TREE PROTECTION. NO CUTTING OF ANY PART OF CITY TREE(S), INCLUDING ROOTS, SHALL BE DONE WITHOUT SECURING APPROVAL AND DIRECT SUPERVISION FROM THE CITY ARBORIST. CONTRACTOR SHALL NOTIFY THE CITY ARBORIST A MINIMUM OF 72 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITY WITHIN THE TREE PROTECTION ZONE. (SEE STANDARD DETAIL LS-6 FOR TREE PROTECTION ZONE.)
5. FAILURE TO FOLLOW CITY TREE PROTECTION NOTES WILL RESULT IN A CITATION BEING ISSUED TO THE CONTRACTOR FOR \$1000 PER TREE PLUS DAMAGE COST RECOVERY PER CITY MUNICIPAL CODE 12.35.020.

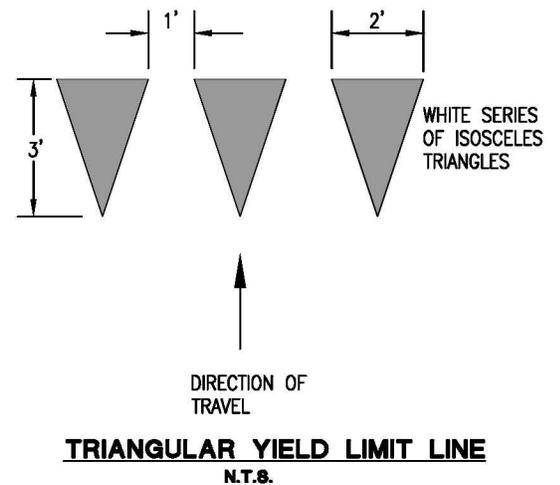
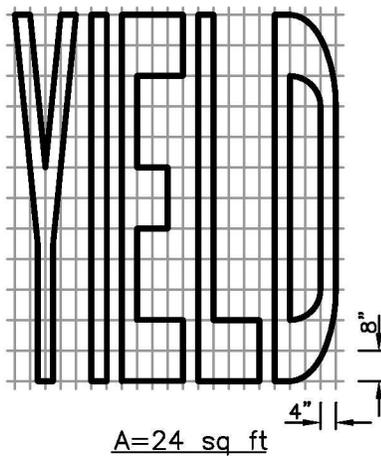
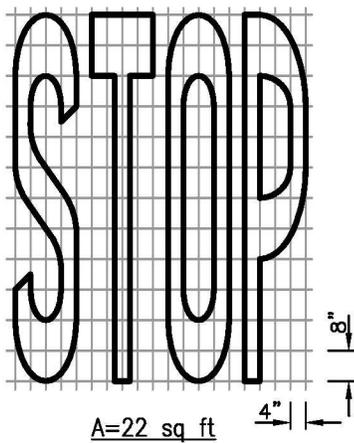
NOTIFY
 STREET DEPARTMENT
 CITY ARBORIST OR DESIGNEE
 AT LEAST 72 HOURS
 PRIOR TO
 START OF WORK
 NEAR ANY TREE(S).

CONTACT
 CITY ARBORIST OR
 TREE FOREMAN RON JANZING
 @ (408) 615-3080.

Revised		CITY OF SANTA CLARA SPECIAL TREE PROTECTION NOTES REMOVAL OF BARRIERS TO THE PHYSICALLY CHALLENGED (FY 2015-16)	
Drawn By	VL 04/15		Sheet
Checked By	JD 05/15		32 OF 34
Reviewed By	FA 05/15		Tracing No.
Approved By	RAJEEV BATRA <small>DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017</small>		12,054-A



CROSSWALK MARKING DETAIL
N.T.S.



PAVEMENT MARKING DETAIL
N.T.S.

STRIPING NOTES:

1. ALL PAVEMENT MARKINGS/STRIPING SHALL BE THERMOPLASTIC OR PRE-FORMED THERMOPLASTIC MATERIAL PER PROJECT SPECIFICATIONS.
2. "STOP" MARKING PER LATEST CALTRANS STD PLAN A24D.
3. LIMIT LINE OR STOP BAR SHALL BE 12" WIDE
4. NO PERMANENT MARKINGS OR SIGNS SHALL BE PLACED UNTIL THE CITY TRAFFIC ENGINEER OR HIS REPRESENTATIVE APPROVES THE CAT-TRACKING OR PRE-MARKING LAYOUT IN THE FIELD.

Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	_____ DIRECTOR OF PUBLIC WORKS	

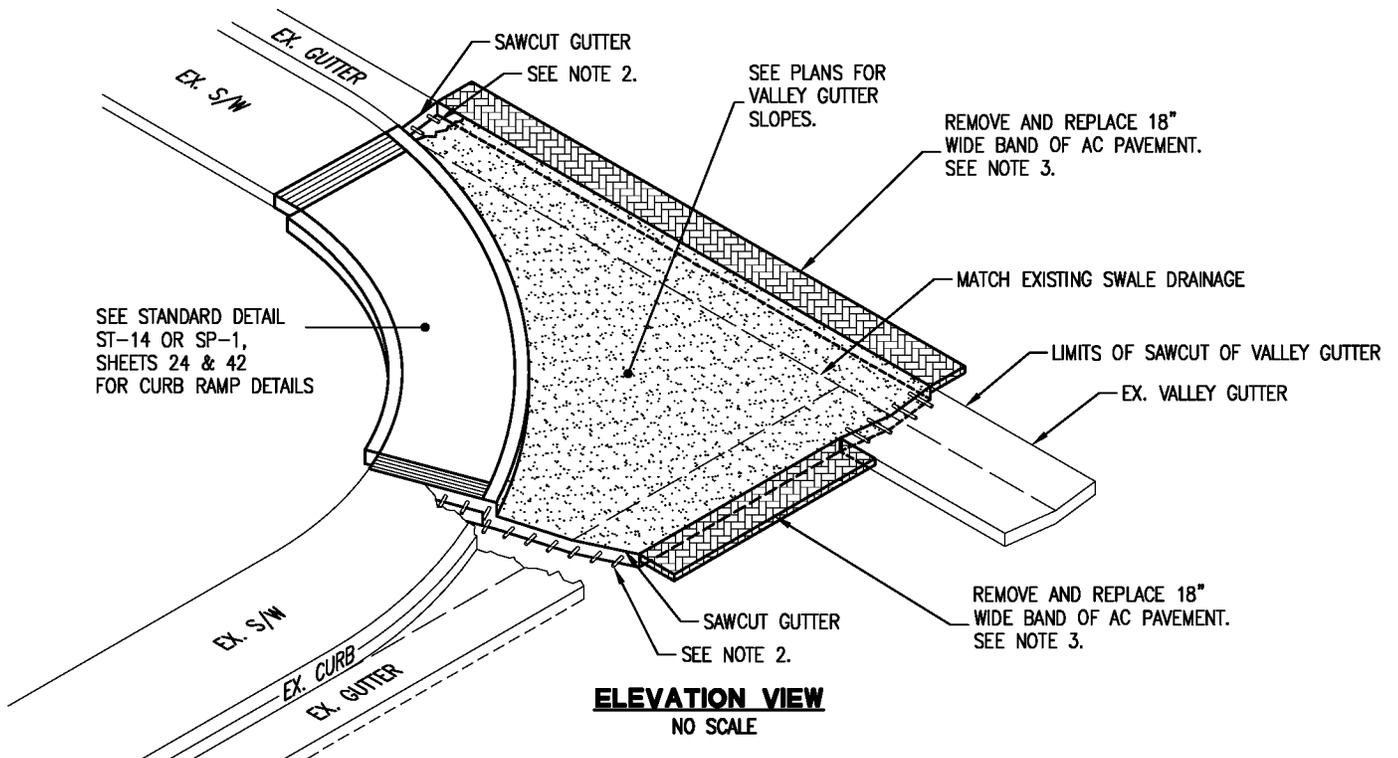
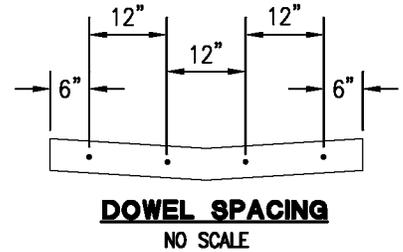
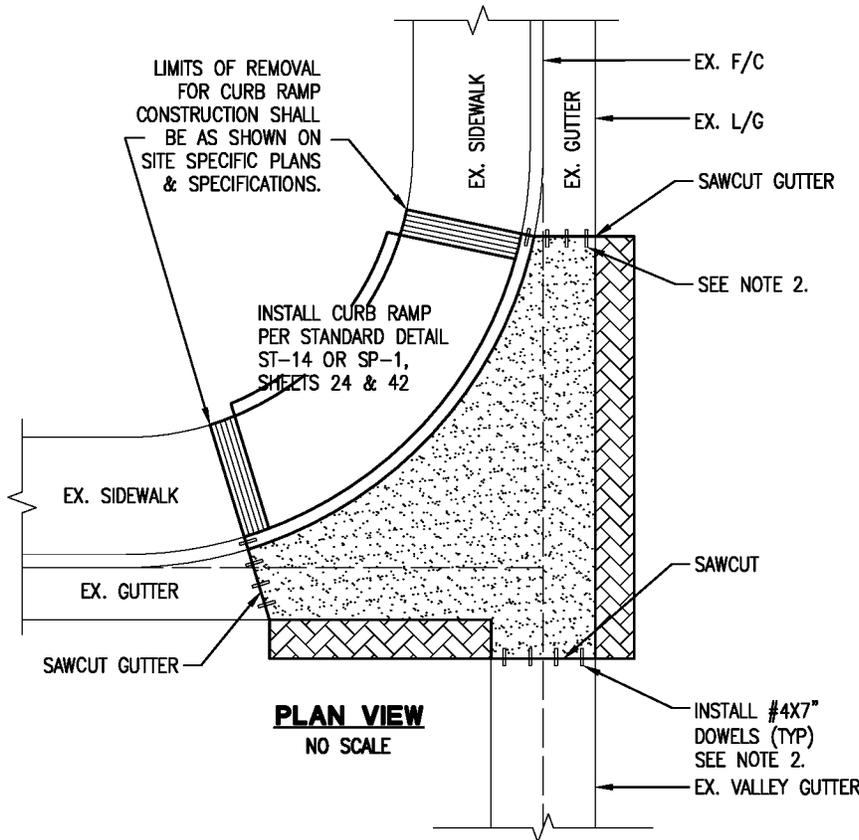
CITY OF SANTA CLARA

STRIPING/MARKING NOTES AND DETAILS
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

Sheet	33 OF 34
Tracing No.	12,054-A

NOTES:

1. THE CONSTRUCTION OF THE CURB RAMP, CURBS, AND GUTTER SHALL BE MONOLITHIC WITH THE VALLEY GUTTER.
2. THE REPLACEMENT VALLEY GUTTER SHALL MATCH AND CONFORM TO THE EXISTING VALLEY GUTTER AND EXISTING GUTTER, AND SHALL BE DOWELED PER CSC STANDARD ST-18, SHEET 30, OF THE PLANS.
3. AN 18" WIDE BAND OF AC PAVEMENT ADJACENT TO THE GUTTER SHALL BE REMOVED AND REPLACED PER GENERAL NOTE 5 ON SHEET 2 OF THE PLANS.
4. VALLEY GUTTER SAWCUTS MAY VARY. REFER TO SITE SPECIFIC PLANS FOR ACTUAL SAWCUTS.



Revised		
Drawn By	VL	04/15
Checked By	JD	05/15
Reviewed By	FA	05/15
Approved By	RAJEEV BATRA	
	DIRECTOR OF PUBLIC WORKS R.C.E. No. 37877 EXP. 03-31-2017	

CITY OF SANTA CLARA

CURB RAMP WITH PCC VALLEY GUTTER REPLACEMENT
REMOVAL OF BARRIERS TO THE
PHYSICALLY CHALLENGED (FY 2015-16)

VG-1

Sheet
34 OF 34

Tracing No.
12,054-A

Meeting Date: 6-23-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A.2



Date: June 9, 2015
To: City Manager for Council Action
From: John C. Roukema, Director of Electric Utility
Subject: Approval of the Public Benefit Programs for Fiscal Years 2015/16 through 2019/20

EXECUTIVE SUMMARY:

In accordance with Public Utilities Code (PUC) Section 385 covering Public Benefits Charge (PBC), and the City's Public Benefits Program Policy Statement adopted by Council on May 12, 1998, staff developed a variety of programs to help residents and businesses in Santa Clara to be more energy efficient. The programs have benefited customers by paying a portion of their costs to upgrade systems and equipment, demonstrate new energy technologies, develop new renewable resources, and pay or assist in paying their bills. On June 10, 2014, Council approved an extension of the current programs through June 30, 2019, subject to budget appropriations.

Staff is proposing modifications to the current programs as follows:

- change the residential LED lighting mail in rebate to an instant rebate of select specialty and high lumen output LEDs in conjunction with an instant rebate program run by other public power utilities;
- increase the amount of the refrigerator recycling rebate and eliminate the incentive for purchase of an Energy Star refrigerator;
- change the New Construction Rebate to simplify the application process;
- eliminate the LEED and PC Power Management rebates;
- add new rebate programs for residential pool pumps and commercial enhanced ventilation controls; and
- add additional equipment eligible for incentives under the Food Service Technology rebate program.

Staff recommends that Council approve the programs through June 30, 2020, subject to budget appropriations and grant the City Manager authority to make programmatic changes as necessary during the program period. Approving a multi-year program will allow customers to better plan implementation of projects that may span more than one fiscal year, and will allow Silicon Valley Power to print marketing materials without an expiration date, thereby reducing the requirement to reprint for each fiscal year. A description of the PBC goals and objectives on both a qualitative and quantitative basis, customer programs for the upcoming years, and a summary budget by program 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:

PBC programs encourage residential, commercial, and industrial customers to save electricity through energy efficiency projects, as well as demonstrate new energy technologies, encourage the development of renewable energy, and support low-income customers. Public Benefit Charge Funds are used to support these programs, and the funds are used locally for Silicon Valley Power customers. Customers continue to be very pleased with these programs and report high satisfaction in all surveys. There appear to be no disadvantages in approving these programs.

ECONOMIC/FISCAL IMPACT:

Expenditures for the Public Benefits programs are required by state law to equal 2.85% of utility sales, which for FY 2015-16 will not exceed \$12,004,500. Sufficient funds have been included in the proposed budget for FY 2015-16 in the Public Benefits program, accounts 191-1312-8xxxx (\$10,004,500.00) and 534-1312-80300-2874-[I]9451 (\$2,000,000.00).

RECOMMENDATION:

That Council approve the Public Benefit Programs as outlined in the Public Benefits Program Proposal for FY 2015-2016 through 2019-2020, in an amount not to exceed \$12,004,500 for FY 2015-2016 and authorize the City Manager to make programmatic changes as necessary during the program period.



John C. Roukema
Director of Electric Utility

Certified as to Budget Form: *LF.*
191-1312-8XXXX \$ 10,004,500.00
534-1312-80300-2874 \$ 2,000,000.00

APPROVED:



Gary Ameling
Director of Finance/Assistant City Manager



for Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) Public Benefits Program Proposal for FY 2015-2016 through 2019-2020***

**Public Benefits Program Proposal for FY 2015-2016
through 2019- 2020**

Silicon Valley Power

City of Santa Clara



Public Benefits Program Proposal for FY 15/16 to 19/20

The City is required to collect and spend 2.85% of its electric sales revenues on cost effective energy efficiency, new renewable generation, low-income energy programs, and new electric technologies research and development. Assembly Bill 2021 (AB 2021), which passed in 2006, required the City Council to adopt energy efficiency goals for the next ten years and to report its energy efficiency savings to the California Energy Commission (CEC). Based on a feasibility study performed by Rocky Mountain Institute (RMI), goals were adopted by the City Council in June 2007. These goals are updated through a potential study every four years. The most recent study was conducted by Navigant Consulting in 2012 and the goals were adopted by City Council in 2013 at the following rate:

Cumulative Savings	Utility Specified Feasible Goal in MWh
2013-2014	24,076
2014-2015	24,387
2015-2016	23,079
2016-2017	22,848
2017-2018	22,407
2018-2019	21,274
2019-2020	20,961
2020-2021	20,174
2021-2022	18,923
2022-2023	18,282

Goals & Objectives

1. Implement cost-effective energy efficiency programs to lower energy use. The cost to implement energy efficiency programs should be lower than the capital cost to build new generation and benefits of the total programs should exceed costs under the Total Resource Cost (TRC) test under the methodology reviewed and approved by the Northern California Public Agency (NCPA) Public Benefits Committee, of which Silicon Valley Power's PBC program manager is a member.
2. Provide the PBC programs in a manner that creates value to the community and meets all applicable legal requirements.
3. Assist Divisions and City Departments in achieving optimal energy efficiency at City facilities and assist in implementing new energy related technologies for the benefit of the City and community.
4. Implement programs to support renewable power generation that increase resource diversity and minimize adverse environmental impacts from electric generation and operation of the electric system.
5. Support emerging technologies to speed up market acceptance therefore, allowing energy efficiency services and products to compete in the open market.
6. Assist low-income residents in helping them to pay their electric bills and in installing energy efficient appliances and other measures.

7. Determine the best energy programs to offer Santa Clara customers by collecting input from community organizations, businesses and other City departments.

Program Summaries

Proposed New and Modified Programs for FY 15/16 to 19/20

- *Residential LED Lighting Rebate* – We will eliminate the mail in rebate and we are working to implement an upstream instant rebate in local stores in conjunction with other Northern California Power Agency (NCPA) member utilities. An RFP was issued in March 2015 and a program should be available early in FY 2015/2016. SVP's target for the bulbs included in the program will be specialty bulbs and those at least 1,000 lumens since there are still few LED options on the market over 1,000 lumens and in certain specialty categories. Incentivizing these bulbs is designed to encourage manufacturers to make more of these bulbs, which have a higher cost due to the additional diodes. This is in line with the Consortium for Energy Efficiency (CEE) recommendations for utility programs across the country.
- *Residential Refrigerator Recycling Program*: Previously, the incentive was \$35 for recycling an old, working refrigerator or freezer. This incentive will be increased to \$50 to encourage customers to recycle their old refrigerators and freezers through our environmentally responsible recycling provider.
- *Residential Pool Pump Rebate*: This program would provide a \$100 rebate to residential customers installing a new variable speed pool pump with a qualifying controller.
- *Commercial New Construction Rebate*: This program will be redesigned and simplified to align with the prescriptive approach to compliance with California's building energy efficiency code, Title 24. Customers will still need to exceed Title 24 by 10% for the measure being incentivized, but rebates will be paid at amounts in line with our other prescriptive rebates for retrofit projects. Required paperwork in order to receive the rebate will be simplified for customers.
- *Enhanced Ventilation Controls Rebate*: This program would provide an incentive of \$160 per ton for adding enhanced ventilation controls to HVAC rooftop packaged units 15 tons or smaller.
- *Food Service Equipment Rebate*: We will add two new energy efficiency measures to the program. The CoolerMiser is an occupancy control for reach in coolers with glass doors and is currently the focus of a third party direct install program. As that program ends on June 30, 2015, we will add a rebate of \$100 per unit to the rebate program. We will also add an incentive of \$350 per controlled horsepower for demand controlled kitchen ventilation.

Programs Ending or On Hold

- *LEED Rebate*: This rebate provides reimbursement to businesses for the cost of registering their LEED building project with the U.S. Green Building Council. Upon completion, if they meet the requirements to obtain LEED certification and achieve the energy requirements, SVP pays a rebate based on the square footage of the facility and the level of certification achieved. SVP will end this program, as there has been

very little customer demand for the program of the past several years and no energy savings can be claimed through the program, so it does not contribute to the program goals.

- *PC Power Management Rebate:* This program provided an incentive for installing qualifying PC Power Management software that demonstrates an annual energy savings of at least 125 kWh. This software is now standard with most new computer purchases and free versions are available for older models. In addition, with “technology refresh” policies averaging between 2-4 years for replacement, the incentive is no longer necessary so the program will end.
- *Advanced Lighting Rebate Program:* The program provided a \$0.20/kWh rebate for advanced lighting controls projects that have such capabilities as real time monitoring and control via remote access and automatic dimming based on occupancy and/or daylighting control strategies, and where the system reduces lighting energy consumption by at least 50%. With the latest version of California Title 24 energy efficiency standard, most of the attributes of an advanced lighting control system are now mandated by code. Therefore, we will end this program and roll lighting controls that achieve savings beyond code into our standard Commercial Lighting Rebate Program.
- *Residential Refrigerator Rebates:* Previously, SVP provided a rebate on the purchase of a new ENERGY STAR-qualified refrigerator if the old refrigerator was recycled through our program. Due to the increased efficiency of older refrigerators over the past 15 years and very little difference in energy consumption between ENERGY STAR-qualified and non-qualified refrigerators, very little energy savings can be achieved through this incentive program, so it will be ending. Funds will be redirected to a higher incentive for recycling old appliances, especially secondary appliances that are often the oldest and most unused refrigerators.
- *Low Income Direct Install Program* – This program had a first year budget of \$200,000 for a direct install program that includes an energy audit, behavior education, and energy efficiency measures at no cost to qualifying customers and is targeted to those customers who average over 800 kWh/month and are on the FRAP program. Funds were not exhausted in the first year, so the program was renewed for a second year. Participation has remained low, so the program will be ending at the end of the contract term.

Ongoing Programs

- *Program Measurement and Verification:* We have combined efforts with other NCPA utilities to develop a joint measurement and verification effort and report on the energy savings from all programs. This will provide third party review of our deemed and measured savings in accordance with AB 2021 requirements.
- *Residential Energy Star Emerging Technology Award Dryer Rebate Program:* The first electric dryer to meet the Energy Star Emerging Technology Award requirements is now available at major retail outlets and saves an estimated 30% of energy over a conventional clothes dryer. Additional models are anticipated to be available in the near future. SVP offers a \$100 rebate to encourage customers to purchase the most efficient model(s) that meet the Energy Star Emerging Technology Award requirements.

- *Residential Heat Pump Clothes Dryer Rebate Program:* Electric heat pump clothes dryers have been available overseas for a number of years and are widely adopted in Europe, but have yet to become available in the United States. They were anticipated in late 2013, so SVP developed this program previously without launching it. The first models are now coming to market in 2015 and promise significant energy savings over conventional electric clothes dryers and the Energy Star Emerging Technology Award requirements. Therefore, SVP will launch a \$300 rebate for electric heat pump clothes dryers once they are available on the market.
- *Energy Star Ceiling Fan:* Residents who purchase Energy Star qualified ceiling fans (limit 3 per household) will be able to receive a \$35 rebate per ceiling fan. The program will encourage customers ceiling fans to help cool their homes instead of using air conditioning. Installations are verified in order to receive the rebate.
- *ENERGY STAR Residential Heat Pump Electric Water Heater Rebate* – These units became commercially available in the Spring of 2010 and are still considered an emerging technology. Due to the cost differential between a standard electric water heater and the Energy Star heat pump, as well as the fact that SVP wants to encourage adoption of this emerging technology, a rebate of up to \$1,000 per household is offered for the purchase of an ENERGY STAR-qualified electric heat pump water heater.
- *Residential In-Home Energy Audits, Education, and Hot Line:* The program encourages residents to become more energy efficient and reduce their energy bills. Staff members visit homes and provide information and energy saving items. Also, the *Solar Explorer* and the SVP information booth will continue to be displayed at several City events, providing education on energy efficiency and solar electric generation systems to residents.
- *Financial Rate Assistance Program (FRAP)* – This program provides a 25% discount on the electric portion of utility bills for income-qualified residential customers, up to the first 800 kWh of use per month.
- *Medical Rate Assistance Program:* Customers receive a 25% discount on their electric bill if they qualify due to high electric use for medical reasons. The programs are managed in-house.
- *Commercial Lighting Rebates* – Incentives are determined through a lighting rebate calculator based on energy savings exceeding Title 24. This is available online so that customers and contractors can easily enter information about the project, facility, and operating hours in order to determine the amount of the rebate.
- *Commercial Uninterruptible Power Supply (UPS) Rebate Program* – The rebate amounts are based on a sliding scale of \$20-\$70 per horsepower, depending on the size of the UPS.
- *Data Center Efficiency Program* – This program targets data centers with IT server load greater than 350 kW or cooling load greater than 100 tons. The incentive is paid as a performance incentive, where the customer will receive five annual payments based on actual measured energy savings, with the first payment made three months after project completion. The incentive payment is \$0.03 per kWh in energy savings.
- *Deep Energy Retrofit Pilot Program* – This pilot is open to a maximum of three customers who are interested in deep energy retrofits and able to make a commitment to a multi-year effort in reaching an energy savings of at least 30%. Incentives match the levels

offered for the same measures incentivized under SVP's other programs, with a range from \$0.02-\$0.20 per kWh in first year savings.

- *Emerging Technologies Grant*: The program provides grants to encourage businesses to develop new energy-related technologies.
- *Business Energy Audits*: Provides free energy efficiency audits to business customers. Energy & Resource Solutions administers this and other business PBC programs.
- *Business Energy Information*: Management Information and education on energy usage through 15-minute interval meters, Itron's EEM Suite software (to be replaced with Energy Engage when the SVP MeterConnect advanced meters are installed), training, and other sources.
- *Business Rebates*: Encourages businesses to install energy efficient lighting, air conditioners, motion sensors, programmable thermostats, food service equipment. The programs are occasionally changed to match statewide programs. Energy & Resource Solutions (ERS), administers all of these except for the washing machine rebates, which is administered by the Santa Clara Valley Water District.
- *Customer Directed Rebate* – This program provides incentives based on actual energy saved for energy efficiency measures that do not fall into SVP's standard business rebate programs.
- *Small Business Efficiency Services Program* – This program is targeted at small business customers, and provides assistance in identifying energy efficiency projects, selecting and managing contractors, and help with filling out rebate application paperwork. The program also provides a 35% incentive for lighting and HVAC rebates, provided that customers to install the lighting measures within 6 months of program enrollment and HVAC measures within 12 months of enrollment in order to receive the additional incentive.
- *Controls Program* – This program is available for projects where at least 80% of the savings come from the control strategies. Incentives are paid on a performance basis with 6 payments made over 5 years at a rate of \$0.02/kWh saved annually, capped at 65% of total project cost. The first payment is made upon project completion and each additional annual payment will be subject to commissioning of the controls system and validation of persistent energy savings.
- *Public Facilities' Energy Efficiency Program*: SVP provides technical assistance and financial incentives for the expansion, remodel, and new construction of City of Santa Clara buildings. Included in this program are higher levels of rebates for qualifying equipment and energy management assistance.
- *City Revolving Energy Efficiency Loan Program* – Established a revolving loan fund for qualifying energy efficiency measures at City owned and occupied facilities. Funds will be repaid on utility bills through the energy savings achieved by the project. Total available funding would be \$250,000, but individual projects are capped at a lower level in order to ensure multiple projects could be implemented. Project paybacks must be under 5 years to qualify.
- *Neighborhood Solar Program*: Customers pay into a special fund to support the installation of solar electric systems at community buildings. Funds are matched through a portion of the money collected through the Santa Clara Green Power program (also a voluntary participation program) and SVP's Public Benefits Charge. Once there are

enough funds to install a PV system, participants in the Neighborhood Solar Program are asked to nominate a non-profit located in the City of Santa Clara or a City of Santa Clara facility. Eligible non-profits are then placed on a ballot and Neighborhood Solar Program participants are asked to vote in order to select the PV system recipient. Recipients must own their own building or have five or more years remaining on their lease and be the customer of record on the utility bill. Because not all roof space is ideal for a PV system, SVP also allows PV systems on structures located on the property and tied to the electric meter, such as a parking lot shade structure.

- *Residential & Business Solar Photovoltaic Rebates (PV):* A rebate for installation of solar systems will be continued under the current funding levels for residential and business systems in accordance with Senate Bill 1 (SB1) legislation. Current funding levels are as follows:

Residential Customer %		
3 MW goal	10%	
Rebate Program 2007-2017		
Residential Installed Capacity MW	Rebate \$/Watt	Rebate Expenditures per Step
0.2	\$4.50	\$900,000
0.4	\$3.75	\$750,000
0.6	\$3.00	\$600,000
0.8	\$2.50	\$500,000
1.0	\$2.00	\$400,000
1.2	\$1.75	\$350,000
1.5	\$1.50	\$450,000
2.0	\$1.25	\$625,000
2.5	\$1.00	\$500,000
3.0	\$0.75	\$375,000

Commercial/Industrial Customer %		
27 MW goal	90%	
Rebate Program 2007-2017		
Commercial Installed Capacity MW	Rebate \$/Watt	Rebate Expenditures per Step
2	\$3.00	\$6,000,000
4	\$2.25	\$4,500,000
6	\$1.50	\$3,000,000
8	\$1.30	\$2,600,000
10	\$1.10	\$2,200,000
12	\$0.90	\$1,800,000
15	\$0.65	\$1,950,000
18	\$0.45	\$1,350,000
22	\$0.35	\$1,400,000
27	\$0.25	\$1,250,000

- Installations over 50 kW receive payment on a performance basis. Performance incentives are paid in place of the upfront rebate and net meter revenues that smaller systems receive. These incentives pay the customer based on the measured electricity output in kilowatt-hours of their solar system over a five-year period. Pay under this incentive model is for expected system performance, not simple capacity

Commercial/Industrial Customer %	
27 MW	90%
Rebate Program 2007-2017	
Commercial Installed Capacity MW	\$ per kWh PBI Incentive Payment
2	\$0.40
4	\$0.30
6	\$0.20
8	\$0.17
10	\$0.15
12	\$0.12
15	\$0.09
18	\$0.06
22	\$0.04
27	\$0.03

- Performance based incentive payments are distributed monthly.
- Funding for all PV rebates will come out of the Public Benefit Program up to a total of \$500,000 per fiscal year. Any rebate amounts above that level in a fiscal year will come from the utility's revenue.

Third Party Programs for Business Customers

As one of the ways to enhance energy savings through the PBC programs and meet our kilowatt hour and kilowatt demand reduction goals, SVP periodically embarks on an RFP process to add third party energy efficiency programs to its Public Benefit Program offering. Of the responses received each cycle, a review team selects responses that are both cost-effective and the most likely to help our customers without overlapping with programs already being provided. The most recent RFP was issued in December 2013, with three programs that ran in FY 2014-2015. These included:

- *CoolerMiser Installation Program*, which installed cold beverage machine occupancy sensors on walk up coolers for non-perishable items such as beverages at commercial and industrial facilities. This program will end at the end on June 30, 2015 due to market saturation.
- *Keep Your Cool*, which focused on strip curtains, efficient refrigeration motors, and LED case lighting. This was a modification of the Keep Your Cool Program which ran in FY 2007/2008 and FY 2008/2009. This program will end on June 30, 2015 due to low customer participation and low activity level by the contractor. Funds will be redirected to bring on a new third party program.
- *Small Business Direct Install Program*, which targeted small businesses less than 200kW in utility demand and provided a free energy audit, followed by a no-cost direct installation

of lighting efficiency measures, as well as water efficiency measures for customers with electric hot water heating.

New program to be proposed:

- *Compressed Air Management Program* was run from 2007-2010 and provided successful implementation of energy efficiency measures in compressed air systems. Funds from the Keep Your Cool Program will be redirected to fund this program for FY 2015/2016 through FY 2016/2017, as projects of this type typically take more than one year to implement.

Past programs have included:

- *Compressed Air Management Program*, which focused on energy efficiency improvements to compressed air systems in commercial and industrial facilities.
- *Keep Your Cool*, which focused on replacement of refrigeration gaskets and use of strip curtains in commercial refrigeration facilities. A second version of this program ran in FY 2014/2015 and focused on strip curtains, efficient refrigeration motors, and LED case lighting.
- *Express Refrigeration*, which provided control systems and LED lighting for refrigerated cases, as well as ECM motors.
- *Vending Miser Installation Program*, which installed cold beverage machine occupancy sensors on vending machines at commercial and industrial facilities.
- *EnergySmart Program* – This program delivered energy efficiency measures such as refrigeration controls, motors, gaskets, strip curtains and LED lights to customers with commercial refrigeration equipment. The program was designed to provide free energy audits and savings recommendations targeted at refrigeration and provide incentives ranging from \$0.06 - \$0.18 per kilowatt hour to offset up to 90% of the costs of the equipment. This program rolled up the energy efficiency measures offered under several different refrigeration programs in the past so that they were presented to customers as a package that may be more cost effective than implementing individually.
- *Data Center Optimization Program (DCOP)* - This program targets small data centers less than 10,000 square feet within existing office or other buildings.
- *Enhanced Automation Initiative* – This program promoted investments in enhanced automation and control technologies targeted at HVAC systems controls in facilities over 100,000 square feet or with a demand of at least 500 kilowatts. The program provided free technical assistance to qualifying customers, as well as incentives for energy saved.
- *Sustainable Preschools Program* – This program delivered energy efficiency measures such as lighting, programmable thermostats, HVAC tune ups, LED exit signs, and occupancy sensors to preschools located in the City of Santa Clara. The program was designed to provide technical assistance, contractor management and up to 100% incentives to offset the costs of the equipment.
- *Sustainable Schools Program* – This program expanded on the Sustainable Preschools Program and delivers energy efficiency measures such as lighting, programmable thermostats, HVAC tune ups, LED exit signs, and occupancy sensors to schools located in the City of Santa Clara. The program was designed to provide technical assistance, contractor management and up to 100% incentives to offset the costs of the equipment.
- *Laboratory Energy Management Program* – This program delivers design of energy efficient lab space and custom energy efficiency measures to customers with laboratory space within their facilities. Technical assistance is provided free of charge to the

customer in order to encourage implementation of the energy efficiency measures and rebates are paid based on the actual energy savings achieved.

- *Retrocommissioning:* This program is an innovative cost-effective program to generate substantial energy savings by providing commissioning and retro commissioning services for businesses, commercial buildings, educational facilities, and hotels. The program includes sub-metering and demand responsive strategies. Commissioning services identify measures that improve the energy performance of existing building systems and equipment, often at very low cost. They are typically the most cost-effective method for achieving energy savings. Including program incentives, customer investment typically would have a payback of less than one year.
- *Data Center Airflow Management Program* – This program is targeted at small data centers under 15,000 square feet that are located within an office building or other type of facility. The program provides technical assistance in identifying and correcting airflow management issues, which make up a significant portion of wasted energy in these facilities.

Budgeted Program Costs for Fiscal Year 2015-2016 (Operating & Capital)

Program	#	kWh Saved	kW Saved	Rebates to Customer	Total Budgeted*
REVENUE					
PBC Charges					\$10,549,082.00
Transfer From Unallocated PBC Funds from Prior Fiscal Years					\$1,500,000.00
Subtotal Revenue					\$12,049,082.00
EXPENDITURES					
Energy Efficiency					
Residential					
Audits	200				\$35,000.00
Energy Audit Program Enhancements					\$25,000.00
Ceiling Fan Rebates	150	27,000	25.5	\$5,250.00	\$20,000.00
Low Income Direct Install Program	15	15,000		\$50,000.00	\$75,000.00
Refrigerator Recycle	80	49,280		\$4,000.00	\$80,000.00
Heat Pump Water Heaters	10	16,280		\$10,000.00	\$17,000.00
Pool Pump Rebate	20	13,480		\$2,000.00	\$10,000.00
LED Lighting Rebates	2000	50,000		\$20,000.00	\$40,000.00
LED Lighting Rebates - HOA Exteriors	500	25,000		\$5,000.00	\$10,000.00
Heat Pump Clothes Dryer Rebate	10	3,000		\$3,000.00	\$15,000.00
Energy Star Emerging Technology Award Clothes Dryer Rebate	20	2,000		\$2,000.00	\$10,000.00
Energy Info & Website					\$100,000.00
Business					
Audits & Consultations	100				\$700,000.00
Lighting Rebate	200	5,500,000	489	\$825,000.00	\$1,000,000.00
HVAC Rebate	25	500,000	81.54	\$200,000.00	\$400,000.00
New Cons. Rebate	2	550,000	89.69	\$200,000.00	\$275,000.00

Food Service	10	475,000	80	\$40,000.00	\$140,000.00
Washer Rebate	75	95,025	54	\$7,500.00	\$12,500.00
Customer Directed/Data Center Rebates	30	9,500,000	1,250.00	\$2,600,000.00	\$3,500,000.00
Building Controls	5	750,000		\$15,000.00	\$50,000.00
Third Party Energy Efficiency Programs	5	1,250,000	500	\$750,000.00	\$950,000.00
Emerging Technology Grant	3	1,000,000	100	\$500,000.00	\$560,000.00
			\$		
Energy Info & Website	-	-	-		\$300,000.00
City Programs	5	300,000	40.77	\$100,000.00	\$125,000.00
City Loan Program	5	400,000	25	\$250,000.00	\$275,000.00
LED Streetlight Replacement Program	3000	1,800,000			\$2,000,000.00
Renewable					
Green Power (most paid by member fees)			-	\$	\$60,000.00
Solar Rebate--Residential	50			\$100,000.00	\$175,000.00
Solar Rebate--Business	6			\$400,000.00	\$475,000.00
Neighborhood Solar Program					\$20,000.00
Low Income					
RAP (discount provided outside PBC funding)	2,400		-		\$100,000.00
EM&V					\$150,000.00
RD&D Projects (non-energy efficiency)					\$150,000.00
Customer/Community Education				\$	\$150,000.00
Total Expenditures		22,321,065	2,736	\$6,088,750.00	\$12,004,500.00
*Includes marketing & overhead					

Meeting Date: 6-23-15

AGENDA REPORT

Agenda Item # 7A.8



City of Santa Clara, California



Date: June 15, 2015
To: Mayor and Council for Action
From: City Manager
Subject: Departmental Activity Report for April 2015

EXECUTIVE SUMMARY:

A copy of the Departmental Activity Report for the month of April 2015 can be viewed on the City's website or is available in the City Clerk's Office for review during business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Departmental Activity Report includes activity reports for all City Departments. There is no disadvantage.

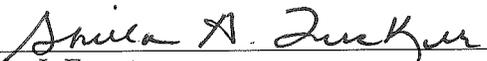
ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council note and file the Departmental Activity Report for the month of April 2015.

APPROVED:


for Julio J. Fuentes
City Manager

Documents Related to this Report:

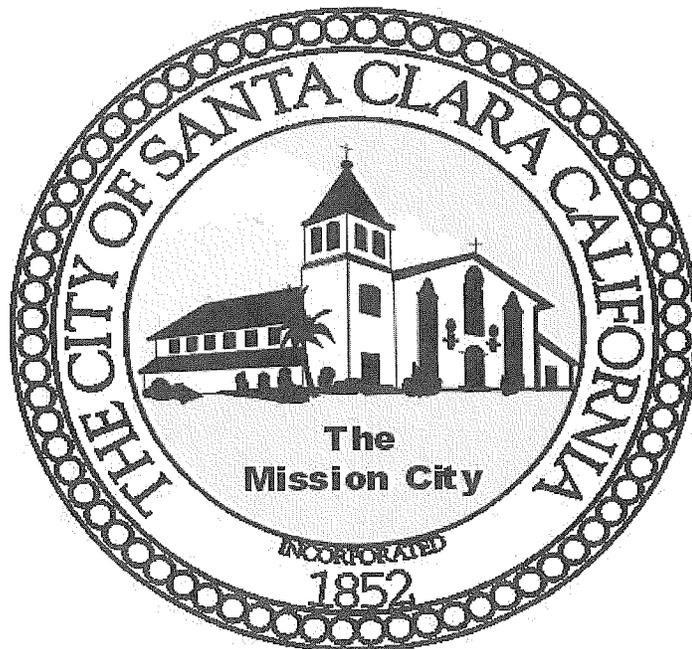
- 1) *Departmental Activity Report*

CITY OF SANTA CLARA

DEPARTMENTAL ACTIVITY REPORT

MONTH OF

APRIL 2015



CITY OF SANTA CLARA

DEPARTMENTAL ACTIVITY REPORT

LIST OF DEPARTMENTS

City Manager

City Clerk/City Auditor
Performance Measures

Electric Department
Monthly Outage Report

Finance & Purchasing
Performance Measures
Municipal Services/License

Fire Department
Emergency Services/Disaster Preparedness

Human Resources
Employee Activity
Performance Measures
Training/Safety Program Status
Workers Adjustment & Retraining

Library Department
Performance Measures

Parks and Recreation Department
Cemetery Division/Mission City Memorial Park

Planning & Inspection Department
Planning Division
Building Inspection Division
Housing & Community Services Division

Police Department

Public Works Department
Automotive Services
Engineering & Building Maintenance
Street

Water and Sewer Utilities Department
Sewer Utility
Water Utility

**Monthly Activity Report
CITY MANAGER'S OFFICE**

April 2014			
Performance Measures/Activities	Current Month	Year to Date	Budget
Number of citizen contacts responded to by City Manager's Office	15	283	450
Number of contacts assigned out within 5 business days	15	302	---
% contacts assigned out within 5 business days	100%	107%	90%
Number of EOC training meetings	0	0	5
Number of hours of EOC activation	0	7	---
Assist families in purchasing a home though the First Time Homebuyers Program	0	0	25
Prepare and distribute the Annual Report/Calendar	0	0	1
Prepare and distribute monthly utility bill inserts to utility customers	1	10	12
Prepare City Employee newsletter and distribute to all employees, six times per year	1	5	6
Prepare City newspaper (Inside Santa Clara) and distribute three times per year	0	3	3
Prepare and distribute newsreleases as needed	3	28	---
Number of website updates processed	53	232	---
Number of website page views	236,204	6,572,970	---
Develop and review City publications	23	48	---
Number of weekly cable channel updates processed	31	296	---
Number of press contacts	87	489	---
Number of video newsbriefs produced	1	15	44
Percent of Council meetings taped and broadcast	100%	100%	100%
Respond to legislative inquiries within 4 working days	90%	98%	90%
Number of special events, recognition, and dedications held	5	43	---
Number of business outreach contacts	125	376	---
Provide staff support to Council Committees/ Commissions (number of meetings attended)	9	47	---
Update and administer agreements with organizations and intergovernmental agencies	1	7	10

Performance Measures Reporting
Department: City Clerk's Office
April 2015

Division/Program/Measure	2014-15			2013-14		
	Current Month	Year to Date	Budget	Current Month	Year to Date	Budget
Council/Administration Support						
1. Percent of Council minutes approved within 4 weeks	100%	100%	90%	100%	100%	90%
Number of Council minutes approved	4	27		2	29	
Number of Council minutes approved within 4 weeks	4	27		2	29	
2. Percent of Council minutes approved without amendment	100%	96%	100%	100%	100%	100%
Number of Council minutes approved without amendment	4	26		2	29	
Public Information/Legislative Records Management						
1. Percent of records declared eligible for destruction are destroyed within 30 days	100%	100%	100%	100%	100%	100%
Number of records destruction requests processed	7	32		5	43	
Number of records declared eligible for destruction are destroyed within 30 days	7	32		5	43	
2. Percent of requests for records/information completed within one business day	100%	100%	100%	100%	100%	100%
Number of requests for records/information from citizens (includes telephone inquiries)	1,320	14,534		1,540	12,823	
Number of requests for records/information from staff	677	6,655		1,079	7,144	
3. Number of documents processed	83	733	1,200	69	763	1,820
Elections/Political Reform Act						
1. Percent of Campaign Disclosure Reports distributed	100%	100%	100%	100%	100%	100%
2. Number of Campaign Disclosure Reports processed	0	163	100	0	0	30
3. Number of Conflict of Interest forms processed	19	242	200	0	223	200

4. Number of elections held

0 1 1 0 0 0

City Auditor

1. Number of vendor warrants audited

971 10,890 20,000 1,177 11,396 20,000

2. Number of travel reports audited

6 206 750 20 224 750

3. Number of payroll checks processed

3,879 26,720 35,000 2,389 24,747 35,000

Miscellaneous Tasks (not a program)

UPS deliveries processed

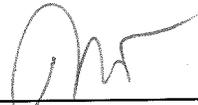
17 270 26 253

Number of Notary transactions completed

26 176 10 131

Number of deeds and real property interests accepted and recorded

3 35 3 33



Rod Diridon, Jr., City Clerk

ELECTRIC DEPARTMENT ACTIVITY REPORT

The following report covers the principal activities of the Electric Department during the month of **April 2015**

DESCRIPTION	CURRENT MONTH	YEAR TO DATE
Poles Replaced	2.0	4.0
Transformers Installed	1.0	2.0
Transformers Replaced	0.0	4.0
Distribution Patrol (circuit maps) Total 68 Maps	0.0	0.0
Distribution Inspection O/H (circuit maps) Total 21 Maps	3.0	13.0
Distribution Inspection U/G (circuit maps) Total 21 Maps	0.0	0.0
Switches Replaced/Installed	1.0	2.0
Underground Cable Installed (ft)	3,300.0	11600.0
Underground Cable Replaced (ft)	1,215.0	3215.0
Metering New Services (Residential/Comm/Indust)	27.0	76.0
Total Meter Removals (Residential/Comm/Indus)	6.0	30.0
Street Lights Installed or Replaced (Knock Down & New Installations)	1.0	3.0
Street Lights Repaired/Replaced	26.0	197.0
Traffic Signal Lamps Replaced	0.0	0.0
Unlocks Electric	6.0	11.0
Service & Trouble Calls	137.0	572.0
Trees Trimmed Contractor	682.0	2793.0
Underground Locates	591.0	2455.0
Underground Inspections	85.0	327.0
Peak Demands	April 2015	458.30
	April 2014	458.90
Energy Requirements	April 2015	263,250.24
	April 2014	258,049.77

Average Service Availability Index (ASAI)	99.98466
System Average Interruption Frequency Index (SAIFI)	0.08822
Customer Average Interruption Duration Index (CAIDI) (Number of hours per customer)	75.13890

Outages (see attached sheet)

Total Customers this Month	51,088	Days of Month
Total Customer Minutes this Month	2,207,001,600	30

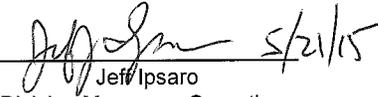
Outage Totals			
		This Month	This Month Last Year
Unscheduled Outages			
Long	# Outages	28	5
	# Customers Out	4,507	1761
	# Minutes Out	2,056	3934
	# Customer Minutes Out	338,651	362301
	# Within City System	28	5
	# Supply to City Minutes	259,625	278387
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Scheduled Outages			
Long	# Outages	0	0
	# Customers Out	0	0
	# Minutes Out	0	0
	# Customer Minutes Out	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Short	# Outages (Blinks)	0	0
	# Customers Affected	0	0
	# Within City System	0	0
	# Supply to City Minutes	0	0
Totals			
Total Long Outages		28	5
Total Short Outages (Blinks)		0	0
Total Customers Out (Long)		4,507	1761
Total Customers Affected (Short- Blinks)		0	0
Total Customer Minutes Out		338,651	362301
Total Outages Within City System		28	5
Total Outages in Supply to City		0	0

Number of Outages (by Cause)					
Cause #	Description	Total This Month	This Month Last Year	Rolling AT	% AT
0	Supply to City	0	0	0	0%
1	Overhead Equipment Failure	8	4	47	46%
2	Underground Equipment Failure	0	0	9	9%
3	Weather	0	0	3	3%
4	Birds, Animals, Snakes, etc.	0	0	13	13%
5	Trees	1	1	11	11%
6	Foreign Interference	0	0	5	5%
7	Human	0	0	1	1%
8	Other	0	0	5	5%
9	Unknown	0	0	9	9%
10	Vehicle	0	0	0	0%
Total		9	5	103	

12 Month Outage Statistics			
Index	As of This Month	As of This Month Last Year	Current Month
ASAI (%)	99.9866	99.9905	99.98466
CAIDI (Long) (min)	125.79	107.15	75.13890
SAIDI (Long) (min)	70.64	50.16	6.62878
SAIFI (Long) (ints/tot cust)	0.56	0.47	0.08822
SAIFI (Short) (ints/tot cust)	0.14	0.16	0.00000

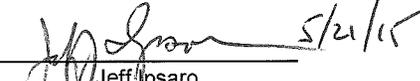
- ASAI - Average Service Availability Index
(customer minutes available/total customer minutes, as a %)
- CAIDI - Customer Average Interruption Duration Index
(average minutes interrupted per interrupted customer)
- SAIDI - System Average Interruption Duration Index
(average minutes interrupted per customer for all customers)
- SAIFI (Long) - System Average Interruption Frequency Index
(# of long interruptions per customer for all customers)
- SAIFI (Short) - System Average Interruption Frequency Index
(# of short interruptions per customer for all customers)

S/U - Scheduled or Unscheduled
 Ints - # of Interruptions
 Long - >1 min; Short - <1 min
 Cause # - see table on page 3


 Jeff Ipsaro
 Division Manager - Operations

General Information			Cause		Time & Duration				Customers		
#	Date	S/U	Address/Location	Description	#	Ints	T off	T on	Mins	# Out	Cust Min
1	4/4/2015	U	201-H Circuit tripped. Butte & Alpine	Broken guy wire pole 33A12 contacted primary	1	1	4/4/15 11:53 AM	4/4/15 12:43 PM	50	179	8950
2	4/4/2015	U	201-H Circuit tripped. Butte & Alpine	Broken guy wire pole 33A12 contacted primary			4/4/15 11:53 AM	4/4/15 1:08 PM	75	2,543	190725
3	4/4/2015	U	201-H Circuit tripped. Butte & Alpine	Broken guy wire pole 33A12 contacted primary			4/4/15 11:53 AM	4/4/15 2:53 PM	180	209	37620
4	4/4/2015	U	201-H Circuit tripped. Butte & Alpine	Broken guy wire pole 33A12 contacted primary			4/4/15 11:53 AM	4/4/15 3:28 PM	215	14	3010
5	4/4/2015	U	201-H Circuit tripped. Butte & Alpine	Broken guy wire pole 33A12 contacted primary			4/4/15 11:53 AM	4/4/15 3:57 PM	244	47	11468
6	4/4/2015	U	201-H Circuit tripped. Butte & Alpine	Broken guy wire pole 33A12 contacted primary			4/4/15 11:53 AM	4/4/15 4:24 PM	271	62	16802
7	4/6/2015	U	104-S Hillsdale & Montclair	Unknown cauce T11148	1	9	4/6/15 2:57 PM	4/6/15 4:18 PM	81	18	1458
8	4/7/2015	U	104-S IRO 360 Hillsdale	Fire Wire contacting secondary T11148	1	1	4/7/15 12:28 AM	4/7/15 5:10 AM	282	18	5076
9	4/9/2015	U	101-H Circuit tripped. Pomeroy	OH bird contact near pole 22C16	1	4	4/9/15 7:09 AM	4/9/15 7:37 AM	28	1,282	35896
10	4/11/2015	U	102-S IRO 3072 Mauricia	Unknown cause pole top T10102/25	1	9	4/11/15 4:25 AM	4/11/15 6:55 AM	150	11	1650
11	4/13/2015	U	201-B Lafayette & Reeve	Emergency shutdown to replace pole 47C23	1	1	4/13/15 8:52 AM	4/13/15 12:44 PM	232	107	24824
12	4/16/2015	U	201-L IRO 3285 Edward Ave.	X-arm replacement Pole 78C07	1	1	4/16/15 4:27 PM	4/16/15 6:28 PM	121	8	968
13	4/17/2015	U	204-H 1717 Bellomy St.	Jumper at COBT167 became disconnected	1	1	4/17/15 6:58 AM	4/17/15 8:54 AM	116	1	116
14	4/20/2015	U	104-S 3643 Cody Ct.	Emergency tree trim / T2929/25 de-energized	5	1	4/20/15 2:52 PM	4/20/15 3:03 PM	11	8	88

S/U - Scheduled or Unscheduled
 Ints - # of Interruptions
 Long - >1 min; Short - <1 min
 Cause # - see table on page 3


 Jeff Ipsaro
 Division Manager - Operations

Performance Measures Reporting
Department: Finance
April-15

Division/Program/Measure	2014-2015			2013-2014		
	Current Month	Year to Date	Budget	Current Month	Year to Date	Budget
Administrative Services/City-Wide Fiscal Planning & Administration						
1. Prepare Operating Budget, Capital Improvement Plan and CAFR documents.	N/A	3	3	N/A	3	3
2. Meet with staff at least quarterly to review work plans.	N/A	4	4	N/A	3	4
Administrative Services/Special Projects						
1. Percent of legislative analysis completed within negotiated time frame.	100%	100%	100%	100%	100%	100%
2. Percent of special requests completed within negotiated time frame.	100%	100%	100%	100%	100%	100%
Budget and Treasury/Cash Management						
1. Average weighted yield on unrestricted funds will be at least 100% of the twelve month average yield on two-year US Government Agency securities.	138%	160%	100%	206%	248%	100%
Budget and Treasury/Contract Management						
1. All actions required in contracts will be met by agreed upon due dates.	100%	100%	100%	100%	100%	100%
2. Ensure that quarterly lease payments for the Great America Theme Park site are made when due.	100%	100%	100%	100%	100%	100%
Budget and Treasury/Debt Management						
1. Submit debt schedules to Council no later than January 31 and July 31 of each year.	N/A	100%	100%	N/A	100%	100%
Budget and Treasury/Financial Analysis						
1. Complete special projects by agreed upon due dates.	100%	100%	100%	100%	100%	100%

Performance Measures Reporting
Department: Finance
April-15

Division/Program/Measure	2014-2015			2013-2014		
	Current Month	Year to Date	Budget	Current Month	Year to Date	Budget
Budget and Treasury/Budget Development & Analysis						
1. Receive California Society of Municipal Finance Officers (CSMFO) budget awards.	N/A	2	2	N/A	2	2
Accounting/General Accounting						
1. Complete the external audit process and preparation of City's Comprehensive Annual Financial Report with an unqualified audit by December 31.	N/A	100%	100%	N/A	100%	100%
2. Receive Government Financial Officers Association of the United States and Canada (GFOA) excellence in financial reporting award.	N/A	1	1	N/A	1	1
3. Complete the preparation and submission of various State, Local, and Federal Agency reports by due dates.	100%	100%	100%	100%	100%	100%
4. Complete the month-end accounting close process and distribution of department budget status reports by the 15th working day of the following month.	100%	90%	83%	100%	80%	83%
Accounting/Payroll						
1. Process bi-weekly payroll and issuance of employee checks by the due date and time.	100%	100%	100%	100%	100%	100%
2. Complete and file the required monthly/quarterly State and federal tax returns before due date.	100%	100%	100%	100%	100%	100%
3. Issue employee W-2 forms by January 31.	N/A	100%	100%	N/A	100%	100%
4. Transmit the electronic version of W-2 to Social Security Administration by March 31.	N/A	100%	100%	N/A	100%	100%

**Performance Measures Reporting
Department: Finance
April-15**

Division/Program/Measure	2014-2015			2013-2014		
	Current Month	Year to Date	Budget	Current Month	Year to Date	Budget
Accounting/Accounts Payable						
1. Number of invoices processed.	3,936	36,353	40,000	3,162	31,751	40,000
2. Number of vendor warrants issued.	1,142	10,860	14,000	980	11,029	15,000
3. Percent of vendor invoices paid within 7 days of receipt.	95%	93%	95%	100%	96%	95%
4. Number of quick invoice vouchers processed.	1,246	12,155	15,000	1,134	10,901	15,000
5. Number of Payables process improvements.	0	1	1	0	1	2
Accounting/Business License/Receivables/Fixed Assets						
1. Percent of time that invoices are mailed within 10 working days of receipt of documentation from City Departments.	100%	100%	100%	100%	100%	100%
Municipal Services/Utility Billing Services						
1. Percent of closed delinquent accounts collected in-house.	97%	69%	80%	95%	82%	80%
2. Amount of late fees assessed.	\$43,737	\$606,517	\$825,000	\$86,906	\$686,967	\$825,000
Municipal Services/Revenue Receipting-Cashiering						
1. Average monthly number of utility accounts paying by automated methods.	34,955	32,509	31,000	31,193	31,276	29,000
2. Average monthly utility payments processed.	55,455	51,538	51,000	54,469	52,834	50,000
3. Percent of cash drawers reconciled.	100%	100%	100%	100%	100%	100%

Performance Measures Reporting
Department: Finance
April-15

Division/Program/Measure	2014-2015			2013-2014		
	Current Month	Year to Date	Budget	Current Month	Year to Date	Budget
Municipal Services/Business Certificate						
1. Number of business tax certificates processed annually.	1,227	10,846	13,000	930	10,036	12,000
2. Percent of delinquent tax certificates at fiscal year end.	3.1%	1.7%	5.0%	4.4%	4.1%	5.0%
Municipal Services/Field Service						
1. Percent of monthly utility meters accurately read.	100%	100%	100%	100%	100%	100%
2. Number of service requests processed yearly.	2,621	28,069	40,000	2,596	29,091	42,000
3. Average number of meters read monthly.	80,622	80,456	80,000	80,112	80,027	80,000
4. Number of months where all 200 routes are read and billed.	1	10	12	1	10	12
Municipal Services/Administration						
1. Percent of Accounts Receivables written off as bad debt annually.	0.13%	0.49%	0.40%	0.00%	0.01%	0.40%
2. Number of major UMIS initiatives successfully implemented during the year.	1	3	4	0	4	5
Municipal Services/Call Center/Communication						
1. Percent of customer calls answered within 90 seconds.	52%	44%	40%	39%	36%	40%
2. Average hold time of sequenced calls (m:s).	3:18	3:44	4:00	4:02	4:11	4:00
3. Number of dropped calls to total calls.	11%	12%	15%	13%	15%	15%
4. Average hold time of sequenced calls before drop (m:s).	3:06	3:19	4:00	3:27	3:32	4:00
5. Average number of customer telephone calls taken monthly.	5,920	6,002	6,000	5,256	5,663	6,000
6. Average number of IVR calls received monthly.	12,304	11,646	12,000	10,162	10,819	12,000
7. Average number of outbound calls made by CSR's.	1,585	1,565	1,500	1,429	1,515	1,500

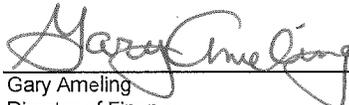
Performance Measures Reporting
 Department: Finance
 April-15

Division/Program/Measure	2014-2015			2013-2014		
	Current Month	Year to Date	Budget	Current Month	Year to Date	Budget
Purchasing/Warehouse						
1. Number of material requisitions.	328	3,397	3,200	293	2,891	3,200
2. Number of inventory items cycle counted.	100	1,728	1,200	171	1,438	1,200
Purchasing/Purchasing						
1. Number of purchase orders.	111	1,011	1,250	100	1,106	1,250
2. Number of cost reductions/avoidance.	0	0	5	0	0	5
Purchasing/Mail Services						
1. Number of mail pieces processed.	11,000	126,436	147,000	11,315	123,758	147,000

CITY OF SANTA CLARA
DEPARTMENT OF FINANCE - BUSINESS TAX & BUSINESS LICENSE
MONTHLY ACTIVITY REPORT
For the month ending April 30, 2015

With Comparative Amounts for the month ended April 30, 2014

	CURRENT FY 2014-2015		PRIOR FY 2013-2014	
	This Month	Fiscal Year To Date	This Month	Fiscal Year To Date
CASH RECEIVED FROM:				
Business License (Tax Certificate)	\$ 81,229	\$ 780,404	\$ 70,012	\$ 742,834
Fire Permits	\$ 245,928	\$ 1,999,670	\$ 145,043	\$ 1,613,772
Rubbish Hauler (3%-16%)	\$ 309,611	\$ 1,230,254	\$ 289,520	\$ 1,145,849
Community Facilities District Tax (2%)	\$ 580,143	\$ 1,533,279	N/A ¹	N/A ¹
Transient Occupancy Tax (9.5%)	\$ 3,289,079	\$ 16,031,455	\$ 1,444,245	\$ 12,488,574
 FISCAL YEAR STATISTICS FOR BUSINESS LICENSES:				
NEW BUSINESS INFORMATION:				
No. of Rental Businesses	3	56	5	73
No. of Santa Clara Businesses	103	1,063	117	1,165
No. of Out-of-Town Businesses	52	645	72	593
Total New Businesses	158	1,764	194	1,831
RENEWALS	1,069	9,082	736	8,205
LICENSES/PERMITS DELETED:	185	2,291	137	1,576
FIELD ENFORCEMENTS/DELINQUENCIES:				
Total No. of Delinquent Accounts	397	N/A ²	578	N/A ²
Total No. of Accounts in Collection	403	N/A ²	418	N/A ²
No. Delinquent Accounts Paid	81	729	45	488
No. Delinquent Accounts Deleted	90	1,367	50	733
Total Delinquents as a % of Total Certificates	3.1%	N/A ²	4.4%	N/A ²
BREAKDOWN OF CURRENT BUSINESS LICENSES:³				
(Tax Certificates)				
Number of Hotels/Motels	30		30	
Rental Owners	1,450		1,463	
Fixed Location in City (Inc Home Bus)	7,897		8,457	
Out of City (Includes Contractors)	3,343		3,170	
Number of Active Business Tax Accounts	12,720		13,120	


 Gary Ameling
 Director of Finance

cc: City Clerk

¹ Implemented on October 1, 2014

² Fiscal Year To Date amounts in these categories are labeled not applicable (N/A), as the number listed under "This Month" reflects a revolving count.

³ As of report run date on 5/8/15

**Santa Clara Fire Department
Monthly Activity Report
April 2015**

	<u>This Month</u>	<u>FY 14/15 To Date</u>
Division: Protection		
Program: Administration		
1 Number of hours contributed by the Volunteer/Reserve Division	811	7730
2 Number of Fire responses	17	120
3 Number of emergency Medical responses	387	3666
4 Number of non-emergency Medical responses	162	1384
5 Number of Hazardous Materials responses	4	20
Division: Protection		
Program: Emergency Response		
1 Response time in 90% of all high level emergency medical calls.	6:02	6:15
2 Rseponse time in 90% of all high level emergency fire calls.	5:30	5:38
3 Number of emergency responses	489	4724
4 Number of non-emergency responses	242	2138
5 Percent of total alarms catagorized as false	8.62%	9.7%
Division: Prevention/Hazardous Materials		
Program: Code Enforcement/Public Education		
1 Number of inspections performed by the Fire Prevention Bureau	100	2763
2 Number of inspections performed by the Fire Protection Division	220	2804
3 Number of citizen complaints	0	4
4 Number of community participants in fire and safety training and education programs	1000	2415
5 Number of public education meetings	3	10
6 Number of permit inspections	139	1502
7 Number of new business license inspections	27	195
8 Number of plans reviewed	143	2043
9 Percent of multi-family (R-1) occupancies inspected	2.79%	42.14%

**FY 13/14
To Date**

**Division: Prevention
Program: Investigations**

1	Number of fires investigated	3	18
2	Number of hazardous materials incidents investigated	0	2

**Division: Training
Program: Training**

1	Number of fire prevention training hours	34.75	424.85
2	Number of hazardous materials training hours	48.75	690.28
3	Number of Emergency Medical Services training hours	74.48	1201.27
4	Number of rescue training hours	38.87	825.36
5	All other training hours	615.25	4476.01

**Division: Prevention/Hazardous Materials
Program: Hazardous Materials Code Enforcement**

1	Number of hazardous materials emergency responses	1	9
2	Number of business inspections	18	332

**Division: Incremental EMS Costs
Program: Paramedic Services**

1	Response time in 90% of all high level emergency medical calls.	6:02	6:15
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William G. Kelly
Fire Chief



Interoffice Memorandum

Date: May 29, 2015
To: Julio Fuentes, City Manager
From: William Kelly, Fire Chief
Subject: April 2015 Monthly OES Report

- 4/1: County Fire Chiefs meeting to discuss operational area response for Super Bowl 50 – 2 hours
- 4/2: Planning for the September, 2015 UASI regional disaster exercise - 2 hours
- 4/8: Super Bowl 50 event planning with NFL representatives – 2 hours
- 4/13: Regional Public Safety Radio Interoperability design – 2 hours
- 4/16: Planning for the September, 2015 UASI regional disaster exercise – 2 hours
- 4/19 to 4/24: “Leadership in Crises” emergency management course at the Harvard Kennedy School of Government, Cambridge, MA – 40 hours

City of Santa Clara
Employee Activity Report - April 2015
March 29, 2015 - April 25, 2015

	Classified	Unclassified	As-Needed	Total
Budgeted Positions	**899.50	128.00		**1027.50
Filled Positions	771.50	107.00		878.50
Available Positions	128.00	21.00		149.00
Regular Appointments	2.00			2.00
As-Needed Appointments (includes Additional Classes)			4.00	4.00
Filled As-Needed Positions			477.00	477.00
Separations - Failed Probation				0.00
Separations - Resignation		1.00		1.00
Separations - Dismissal				0.00
Separations - As-Needed			21.00	21.00
Rehire/Reinstatement				0.00
Retirements - Industrial Disability				0.00
Retirements - Service				0.00
Retirements - Service Pending Industrial Disability				0.00
Promotions	2.00			2.00
Death				0.00
Transfer - 1/2-time to Full-Time	1.00			1.00
Demotion				0.00
Step/Merit Increases Granted	17.00		8.00	25.00
Step Increases Denied				0.00
Unemployment Insurance Claims				0.00
Long Term Disability Claims				0.00
State Disability Claims	1.00			1.00
Industrial Injury/Illness - Supervisor's Report	3.00			3.00
Industrial Injury/Illness - Medical Only	1.00			1.00
Industrial Injury/Illness - Indemnity (Lost Time)	3.00			3.00

** Total includes 1 City Manager Temporary Overfill position.

Hunt

Francine Hunt
Human Resources Supervisor

**PERFORMANCE MEASURES REPORTING
HUMAN RESOURCES - RECORDS BENEFITS
APRIL 2015**

Records and Benefits		2014-2015		2013-2014	
		Year to Date	Budget Goal	Budget Actual	Budget Goal
Benefits, Records and Payroll					
1.	Percent of employee benefits & compensation transactions processed accurately and timely.	100%	100%	100%	100%
2.	Percent separation and retirement payoff calculations completed according to policy and within the final pay period.	100%	100%	100%	100%
3.	Percent of new hires processed for pay and benefits in time for their first paycheck	100%	100%	100%	100%
Records and Benefits		2014-2015		2013-2014	
		Year to Date	Budget Goal	Budget Actual	Budget Goal
Workers' Compensation					
1.	Percent of Workers' Compensation claims processed within five business days of receipt in Human Resources Department.	100%	100%	100%	100%
2.	Percent of work hours lost as a result of industrial injuries and illnesses.	1.21%	2.0%	1.15%	2.0%
3.	Percent of workforce that is accident free.	87.4%	85%	86.6%	83%
4.	Percent of City-sponsored training classes rated very good or above by attendees.	95%	95%	95%	95%
5.	Percent of City employees attending City sponsored training classes.	42.9%	40%	64.3%	40%

Notes:

* ANNUALIZED TO DATE

HUMAN RESOURCES DEPARTMENT

TRAINING AND SAFETY ACTIVITIES Monthly Report

April 2015

TRAINING

1. Topic: Harassment Prevention – Employee (Video)
Date: April 6, 7, 9, 24, 28, 30, 2015
Participants: 15
Duration: 1 hr.

2. Topic: Outlook Calendar & Scheduling Basics
Date: April 1, 2015
Participants: 3
Duration: 1.5 hrs.

3. Topic: InfoMap 2.0 Essentials
Date: April 7, 21, 2015
Participants: 13
Duration: 2 hrs.

4. Topic: Using Microsoft Word to Produce and Edit City Contracts
Date: April 13, 2015
Participants: 7
Duration: 2 hrs.

5. Topic: Outlook 2010 Top 10 Productivity Tips & Tricks
Date: April 21, 2015
Participants: 7
Duration: 2 hrs.

SAFETY

No significant activities for the month on a City-wide basis.

ADDITIONAL DEPARTMENTAL TRAINING

FIRE

1. Topic: 2015-1 Fire Academy
Date: April 1, 2, 6 – 10, 13 – 17, 20 – 24, 27 – 30, 2015
Participants: 9
Duration: 168 hrs.

2. Topic: Fire Officer Academy
Date: April 7, 8, 2015
Participants: 6
Duration: 16 hrs.
3. Topic: SEEMT Module #1
Date: April 9, 10, 2015
Participants: 10
Duration: 3 hrs.
4. Topic: ACLS Re-recognition
Date: April 10, 2015
Participants: 1
Duration: 6 hrs.
5. Topic: BLS for Healthcare Provider
Date: April 14, 2015
Participants: 9
Duration: 4 hrs.
6. Topic: SEEMT Module #2
Date: April 16, 18, 2015
Participants: 9
Duration: 2 hrs.
7. Topic: Annual Physical Ability Testing
Date: April 17 – 19, 2015
Participants: 48
Duration: 2 hrs.
8. Topic: Annual Wildland Refresher
Date: April 20, 22, 2015
Participants: 22
Duration: 8 hrs.
9. Topic: InfoMap 2.0
Date: April 21, 2015
Participants: 1
Duration: 2 hrs.
10. Topic: Spill Reporting Workshop
Date: April 21, 2015
Participants: 1
Duration: 4 hrs.
11. Topic: Hazmat CORE Training
Date: April 23, 2015
Participants: 11
Duration: 4 hrs.

12. Topic: USAR Training
Date: April 24, 25, 2015
Participants: 5
Duration: 2.5 hrs.

Attached is the current statistics regarding the Worker Adjustment and Retraining Notification (WARN) Act.



Greg Harris
Human Resources Division Manager/
Training and Safety Officer

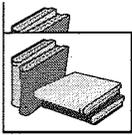
cc: Director of Human Resources

City of Santa Clara
Library Department Monthly Report
April 2015

Items Borrowed	<u>April-2015</u>	<u>April-2014</u>	<u>Fiscal YTD 2014/15</u>	<u>Fiscal YTD 2013/14</u>
Central Library	216,589	187,378	1,989,296	1,940,763
Mission Branch	2,011	2,117	18,951	19,583
Northside Branch	33,406	0	261,762	0
TOTAL	252,006	189,495	2,270,009	1,960,346
Patron Visits				
Central Library	216,589	66,967	716,215	676,621
Mission Branch	3,884	3,634	38,398	37,525
Northside Branch	24,424	0	206,776	0
TOTAL	244,897	70,601	961,389	714,146
Patron Electronic Resources Use				
Public Internet Users	11,358	10,656	114,693	105,450
Reference Inquiries				
Central Library	11,931	12,798	115,943	123,098
Mission Branch	791	412	5,201	4,609
Northside Branch	601	0	8,207	0
TOTAL	13,323	13,210	129,351	127,707
Program Attendance	<i>Number</i>			
Children: Central Library	32	3,782	2,875	21,979
Mission Branch	4	189	119	1,486
Northside Branch	18	1,414	0	10,056
Adults: Central Library	36	2,008	769	7,157
Mission Branch	8	328	10	854
Northside Branch	5	1,162	0	1,808
Senior Booktalks	0	0	15	116
TOTAL	103	8,883	3,788	43,456
Patron Registration				
Santa Clara	859	578	10,357	6,623
SVLS Libraries	617	340	6,669	3,635
Other Libraries	91	38	935	473
TOTAL	1,567	956	17,961	10,731
Collection				
Items Added*	5,192	3,018	88,396	29,426
*Includes opening collection for new Northside Library.				
Holds				
Placed	7,698	6,299	81,785	62,870
Filled	6,390	4,962	62,397	50,089
Volunteer Hours				
Genealogy	263.50	156.50	2,014	1,543
READ Santa Clara	938.00	403.50	3,564	4,277
Volunteer Program	254.52	277.47	2,472	2,741
Foundation and Friends	477.00	477.00	4,890	4,890
TOTAL	1,933.02	1,314.47	12,940.00	13,449.77



Hilary Keith
City Librarian



Performance Measures Reporting
Department: Library
2014-2015
Month Ending April 2015

Division/Program/Measure	2014-2015		2013-2014	
	Year to Date	Budget	Year to Date	Budget
Division: Administration				
Program: Administration				
1. Number of hours Library facilities are open to the public annually.	4,825.00	4,000	3,345.00	4,000
2. Number of patron visits to all Library facilities annually.	961,389	850,000	714,146	1,400,000
Division: Youth & Extension Services				
Program: Youth Services				
1. Number of programs for children and parents offered.	199	250	184	250
2. Number of reference and reader's advisory questions annually.	31,776	35,000	33,311	35,000
3. Number of participants registered annually in Summer Reading Club.	353	2,800	422	2,800
4. Number of children and adults attending programs*.	21,979	30,000	22,077	30,000
*Performance Measure changed effective July 1, 2012				

Division/Program/Measure	2014-2015		2013-2014	
	Year to Date	Budget	Year to Date	Budget
Division: Youth & Extension Services				
Program: Young Adult				
1. Number of Young Adult programs offered.	67	57	37	20
2. Number of Young Adult items circulated.	54,253	75,000	58,605	75,000
3. Number of participants annually in the Teen Summer Reading Program.	109	800	141	800
Division: Youth & Extension Services				
Program: Mission Library				
1. Number of items circulated.	18,951	26,000	19,583	26,000
2. Number of programs for children and parents.	37	22	16	11
3. Number of participants registered annually in the Summer Reading Club.	40	200	0	200
4. Number of matched literacy pairs.	59	75	65	75
5. Number of children and adults attending programs.	1,486	400	558	400
Division: Youth & Extension Services				
Program: Extension Services				
1. Number of homebound patrons served each month.	19	18	17	20
2. Number of programs for adults.	9	11	9	11
3. Number of volunteer hours.	12,987	15,000	13,488	15,000

Division/Program/Measure	2014-2015		2013-2014		
	Year to Date	Budget	Year to Date	Budget	
Division: Youth & Extension Services					
Program: Northside Branch Library (Northside Branch opened in August 2014)					
1	Number of items circulated.	261,762	250,000	n/a	n/a
2	Number of programs for children and/or adults programs	86	120	n/a	n/a
3	Number of children and /or adults attending programs	10,070	2,700	n/a	n/a
4	Number of participants registered in Summer Reading Program	0	500	n/a	n/a
Division: Adult Services					
Program: Reference					
1.	Number of reference and reader's advisory questions answered annually.	84,167	75,000	93,679	75,000
2.	Number of programs offered to adults.	195	90	184	90
3.	Total attendance at programs offered to adults.	7,169	4,000	5,723	4,000
Division: Adult Services					
Program: Periodicals					
1	Number of periodicals checked in and processed monthly.	2,366	2,000	785	7000
2	Number of requests for Service resolved by Periodicals staff monthly *	1,468	1,400	914	6,000
*Performance Measure added effective July 1, 2012					

Division/Program/Measure	2014-2015		2013-2014		
	Year to Date	Budget	Year to Date	Budget	
Division: Adult Services					
Program: Local History					
1	Number of programs presented/sponsored annually	20	20	26	20
2	Number of displays developed annually.	4	5	7	5
3	Research inquiries answered annually.	1,702	3,000	2,959	3,000
Division: Adult Services					
Program: Circulation					
1	Number of items circulated annually*	1,989,296	2,400,000	1,940,763	2,400,000
2	Number of patrons registered annually	16,566	14,000	10,731	14,000
*Performance Measure changed effective July 1, 2012					
Division: Collection Services					
Program: Technical Services					
1.	Number of items added to the collection each month.*	5,192	2,500	3,018	2,000
*Reflects opening collection for new Northside Library.					

Division/Program/Measure	2014-2015		2013-2014	
	Year to Date	Budget	Year to Date	Budget
Division: Collection Services				
Program: Collection Management				
1. Books held per capita.	3.25	3.00	2.93	3.00
2. Total items held per capita.	3.71	3.40	3.32	3.40
3. Library materials expenditure per capita.	3.80	3.80	4.15	\$ 3.80
Division: Support Services				
Program: Facilities				
1 # of safety inspections made annually	10	12	10	12
2 % of safety issues resolved within 48 hours of report	98%	99%	98%	99%
Division: Support Services				
Program: Technology				
1 Percent of problem reports responded to within 24 hours of receipt.	100%	100%	100%	100%
2 Number of tickets/requests for services resolved by Technology Staff	2923	1,000	1745	600
3 Number of tickets/requests for services resolved by Technology Aides	15,715	12,000	14,867	10,000
4 Number of Library public computer users*	114,693	108,000	105,450	108,000
5 Number of Public laptop users	168,275	70,000	119,500	10,000
* Performance Measure changed effective July 1, 2012				

Month: April Year: 2015
PARKS AND RECREATION DEPARTMENT
MONTHLY ACTIVITY REPORT



1 **Participant Attendance Total** **45,828** with breakdown as follows:

A. By Program

Senior Citizens	16,592	Sports Classes & Leagues	8,821
Pre School	849	Teen Activities	1,514
Culture/Performing Arts	5,344	Therapeutics	388
Special Events	2,730	Instructional Swim	4
Camps	155	Recreational Swim	3,273
Total	45,828	Youth Activities	6,158

B. By Location (consider special events for each location)

Community Recreation Center	8,382	Parks	9,566
Senior Center	16,809	Pools	3,427
Parks Buildings	1,515	School Facilities (add special events)	0
Youth Activities Center	4,151	Teen Center	1,595
Total	45,828	Off-Site	383

2 **Non-Directed. Permit or Contract groups attendance total** **79,434** with breakdown as follows:

A. By Activity

	Groups	Attendance
Community Recreation Center Reservation		530
Senior Center		967
Teen Center/YAC		246
Parks- Buildings Reservation		2,985
Parks- Picnic Reservation		2,116
Field Reserv., Adult & Youth Groups		41,780
Swim Pool Reservations		30,810
	Total	79,434

B. By Location

Senior Center	967	T.C./YAC	246
Community Recreation Center	530	Fields	41,780
Park Buildings	2,985	Pools	30,810
Parks Picnics	2,116		
	Total	79,434	

3 **Monthly Participation totaled** **125,262** (Program attendance & non-directed or permit groups)

4 **Revenue Collected for the Month:**

	Year to Date Fiscal			Fiscal Year	
	4/1/2015	2014/15	4/1/2014	2013/14	
6 Swim Pool Admission	1,788.00	27,314.25	\$ 1,734.00	\$ 27,217.00	
7 Rec. Classes/Swim Lessons	312,712.50	2,037,630.15	\$ 477,921.00	\$ 2,253,332.53	
8 Rentals & Commissions	11,911.00	129,919.00	\$ 35,371.00	\$ 188,355.47	
	\$326,411.50	\$2,194,863.40	\$ 515,026.00	\$ 2,468,905.00	

April-15
MONTHLY PROJECT ACTIVITY REPORT
PARKS AND RECREATION DEPARTMENT
PARKS DIVISION, CEMETERY DIVISION, SCG&TC OPERATOR

Fund 532 Parks & Recreation:

	Activity
3001 Miscellaneous Park Improvements	<u>Bracher Park</u> - Removal of the old basketball court began in late March along with the framing of the new basketball court area. <u>Earl Carmichael Park</u> - New scoreboard was installed at baseball field.
3002 Community Recreation Center	
3003 Tennis & Sport Courts	An agreement with First Serve Productions Inc. for resurfacing seven tennis courts is being process for final approval.
3004 Youth Activity Center	<u>YAC</u>
3005 Senior Center	
3006 Teen Center	Projects in the planning stages.
3007 Mission City Cntr for Performing Arts	Maintenance continued by S.C.U.S.D., City pays 33%.
3008 Townsend, Johnson, Washington Sports Field	Continuing field repairs & maintenance.
3009 Tree Inventor & Habitat Restoration	
3010 Park Building Roof, Structure Rehabilitation & Replacement	<u>Earl Carmichael Park</u> - The gym roof is 100% complete.
3140 Ulistac Natural Area	Plans for extending the recycled water line have been sent to the South Bay Water Recycling for approval.
3170 Central Park Pond Refurbishment	<u>Central Park Pond</u>
3172 International Swim Center Pool	No projects funded.
3176 Miscellaneous Swim Pool Improvements Phase VI	<u>International Swim Center</u> - Replacement of defective return valve to racing & training pools. <u>M.Gomez</u> -Deck lighting at M. Gomez Park pool completed.
Other	

Fund 562-CDBG Projects:

	Activity
5556 Senior Center ADA Improvements	All projects completed, fund depleted (ADA). No additional funding.
5558 Senior Center Emergency Generator	No additional funding.

Fund 840 SOSA

	Activity
9532 Golf Course Drainage Restoration	No projects funded.

Fund 593 Cemetery

3625 Burial Improvements	No projects funded.
--------------------------	---------------------

Santa Clara Parks and Recreation Department			
Mission City Memorial Park			
Activity Report			
April 1-30, 2015			
Total Income From All Sources			
	Facilities	093/1162/5730	\$0.00
		093/1163/5730	\$0.00
	Labor	093/1162/5740	\$17,493.00
		093/1163/5740	\$0.00
	Materials	093/1162/5760	\$7,917.00
		093/1163/5760	
	BSR		
	Sales Tax		\$692.75
	Endowment Care	077/0131/57500	\$2,377.00
		077/0131/0361	
	Total Income		\$28,479.75
Monthly Purchases and Burial Summary			
Includes Invoices: #32918 - #32925			
	Niches Purchased		0
	Cremation Plots Purchased		0
	Cremation Burial Rights		0
	Full Body Plots Purchased		0
	Cremation Burial (Ground or Niche)		2
	Casketed Burials		7
	Total Burials for Month		9
Prepared by: Philip M. Orr			

MONTHLY ACTIVITY REPORT

Planning Department

April 1 - 30, 2015

<u>Division/Program/Measure</u>	<u>2014 - 2015</u>		<u>2013 - 2014</u>	
	<u>Current Month</u>	<u>Fiscal Year To Date</u>	<u>This Month Last Year</u>	<u>Fiscal Year To Date</u>
Planning Commission Agenda Items				
Variances & Modifications	0	2	1	4
Use Permits (includes Conditional and Special)	4	26	1	14
Zoning & Rezoning	2	16	3	16
Sub. Map, Tentative Map & Parcel Map, Lot Line Adj.	2	12	2	6
ARC Referrals & Review	0	0	0	1
General Plan Amendment	0	6	0	4
CEQA Determination - EIR, Mitigated Neg Dec.	1	13	2	10
Others including Appeals	1	16	5	21
Total	10	91	14	76
Historical & Landmark Commission Agenda Items				
Projects reviewed	7	49	2	23
Applications Filed				
Variances	1	8	1	5
Permits - Special & Use	1	39	5	44
Zoning - Regular	1	27	0	12
Zoning Administrator Action (Including Modification)	14	150	13	112
Lot Line Adjustment	1	4	0	5
Tentative Map, Tentative Parcel Map, Subdivision Map	0	8	1	11
Historical & Landmarks including Mills Act	5	39	0	5
General Plan Amendments	0	2	0	4
Residential Addition (Story)	2	19	0	10
Residential Regular Projects- No Fee	14	77	8	78
Residential Regular Projects - With Fee	7	100	6	24
Non-Residential - No Fee	2	12	4	17
Non-Residential - With Fee	2	41	6	38
Mixed Use & New Building	1	31	1	21
Landscape - Non Residential	2	27	3	29
Signs	13	159	11	182
Temporary Signs	4	55	1	13
Others including Appeals	2	49	4	44
Total	72	847	64	654
Code Enforcement				
New Complaints	139	1188	25	247
Complaints Resolved	92	940	14	162
Fees Collected				
Unadjusted Fees Collected	\$ 37,469.00	\$ 805,319.00	\$45,199.00	\$ 475,495.50
Add/Deduct: Adjustments & Refunds				
Refund: PLN2015-10941	\$ (610.00)			
Net Fees Collected	\$36,859.00	\$ 842,178.00	\$45,199.00	\$520,694.50



KEVIN L. RILEY
Director of Planning and Inspection

City of Santa Clara
 Monthly Activity Report
 Department of Planning and Inspection
 Building Inspection Division

April, 2015

DESCRIPTION	THIS MONTH	FY YR TO DATE	LAST YEAR			
1. PERMITS ISSUED:						
Building	225	1796	154			
Electrical	229	1741	147			
Plumbing	140	1241	107			
Mechanical	134	1042	102			
Total Number of Permits	728	5820	510			
2. NUMBER OF INSPECTIONS:						
Building	1479	11800	1064			
Electrical	600	5889	526			
Plumbing/Mechanical	828	7348	725			
Housing	0	0	0			
Total Number of Inspections	2907	25037	2315			
Total Daily Average	138	124	110			
3 SERVICE REQUESTS, COMPLAINTS, CN'S						
Service Requests/Complaints	33	238	13			
Correction Notices Issued	25	220	19			
Correction Notices Resolved	16	162	15			
Correction Notices Unresolved	282	N/A	183			
Citations Issued	12	180	14			
4. REVENUE GENERATED FEES:						
Building Permits	\$ 246,120.60	\$ 3,492,100.64	\$ 448,815.01			
Plan Check	\$ 274,133.50	\$ 1,774,113.04	\$ 387,168.25			
Electrical Permits	\$ 45,616.72	\$ 507,612.21	\$ 24,726.16			
Plumbing Permits	\$ 34,831.61	\$ 441,195.14	\$ 15,896.61			
Mechanical Permits	\$ 40,520.00	\$ 404,787.35	\$ 12,895.43			
Miscellaneous	\$ 28,507.32	\$ 310,867.85	\$ 19,739.74			
Total Fees	\$ 669,729.75	\$ 6,930,676.23	\$ 909,241.20			
Total last year to date		\$ 6,113,663.41				
5. NATURE OF BLDG PERMITS ISSUED:						
	NO	VALUATION	UNITS	SQFT	PLAN CHECK	PERMIT FEES
Single Family	0					
Multi-Family						
Duplex	0					
Apartments/Condos	1	\$724,000.00	4		\$ 1,941.80	\$ 4,315.10
Commercial	1	\$308,069.00		1,073	\$ 2,611.54	\$ 2,176.29
Industrial	0					
Public	0					
Alteration & Additions						
Residential	86	\$2,859,328.46		6,733	\$ 27,333.16	\$ 35,577.72
Commercial/Industrial	31	\$13,025,927.50		1,400	\$ 64,113.42	\$ 70,806.03
Miscellaneous	90	\$5,215,574.00			\$ 30,327.34	\$ 38,989.57
Public	0					
Total		\$22,132,898.96				
Total F/Y to Date		\$733,209,491.50				



Sharon Goei, Building Official

5/28/2015

**PERFORMANCE MEASURES
BUILDING INSPECTION DIVISION
April, 2015 - FY 2015/16**

Permit Services	Adopted	Actual	% Actual/Adopted
1. Percent of express plan checks performed within two working days.	95%	100.0%	105.3%
2. Percent of short cycle plan checks performed within ten business days.	90%	80.0%	88.9%
3. Percent of regular cycle plan checks performed within 30 calendar days.	85%	90.0%	105.9%
4. Percentage of service provided to all Permit Center customers within 20 minutes of their arrival.	90%	68.70%	76.3%
Inspection			
1. Percent of code complaints responded to within two working days.	90%	90%	100.4%
2. Percent of inspections completed within next working day.	95%	89%	93.7%
Housing Inspection			
1. Percent of multi-family rental housing complexes inspected per month.	1.67%	0.0%	0.0%
2. Percent of housing code complaints responded to within two business days.	90%	n/a	N/A

5/28/2015

HOUSING & COMMUNITY SERVICES DIVISION
ACTIVITY REPORT FOR APRIL 2015

Program: Federal & State Grant Administration

Mission: Meet the expectations of city residents in delivering needed community services while meeting program administration requirements stipulated by the U.S. Department of Housing and Urban Development.

Measures:	<u>Budgeted</u>	<u>Current Month</u>	<u>FYTD</u>
1. Obtain approval by HUD of the City's annual Consolidated Plan.	100%	0%	100%
2. Obtain approval by HUD of the City's Consolidated Annual Performance and Evaluation Report.	100%	0%	0%

Program: Neighborhood Conservation & Improvement Program

Mission: Improve the local housing stock for the protection of residents and the enhancement of the City.

Measures:	<u>Budgeted</u>	<u>Current Month</u>	<u>FYTD</u>
1. Complete minor and substantial rehabilitation of up to 50 owner-occupied houses.	50	5	25

Program: Housing & Community Development Projects

Mission: Implement in a timely manner budgeted projects and programs that are identified as meeting particular community needs, primarily for low and moderate income people.

Measures:	<u>Budgeted</u>	<u>Current Month</u>	<u>FYTD</u>
1. Monitor the performance of all Public Service Agencies contracting with the City and Agency for compliance to contractual obligations.	10	0	10
2. Annually monitor for compliance all affordable housing contracts.	44	2	40



Eloiza Murillo-Garcia
Housing Development Officer

Approval:


Tamera Haas
Deputy City Manager

SANTA CLARA POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

April 2015 (by Calendar Year)	Current Month	Previous Month	This Year to Date	Prev. Year to Date
Homicide	0	0	0	0
Rape	0	2	3	12
Robbery	5	7	23	24
Felony Assaults	4	7	25	11
Burglary	55	37	177	213
Larceny - Thefts	206	241	954	804
(Of above that were from vehicle)	97	138	<544>	<432>
Auto Theft	38	31	156	162
Local Recovered	9	8	35	252
Recovered for Others	10	15	58	83
Traffic Collisions*				
Fatalities	0	0	0	Data for previous years not available due to format change in report effective 03/2015.
Pedestrian Involved	0	0	3	
Bicyclist Involved	0	0	2	
Other Collisions	0	0	0	
Total	0	0	5	
Traffic Violations				
Traffic Citations	0	0	1,576	2,368
Parking	715	820	2,401	0
Total	715	820	3,977	2,368
Arrests				
Adult	466	492	1,852	1,621
Juvenile	10	16	74	80
Total	476	508	1,926	1,701
Warrants				
Received	193	179	775	661
Cleared	123	147	555	481
Reserve Police Hours	1,003	1,083	4,043	3,695
April 2015 (by Fiscal Year)	Current Month	Previous Month	This Fiscal Year to Date	Prev. Fiscal Year to Date
Financial Report				
Alarm Permits (4820)	\$ 1,173.50	\$ 935.00	\$ 9,556.00	\$ 9,020.00
Vehicle Release Fee (7396)	\$ 2,705.50	\$ 2,030.50	\$ 23,544.00	\$ 21,926.50
CA Vehicle Code (7461)	\$ 14,968.50	\$ 14,719.12	\$ 142,473.41	\$ 143,525.19
Misdemeanor Fines (7463)	\$ 775.04	\$ 1,490.17	\$ 5,467.17	\$ 25,182.19
City Traffic School Fines (7470)	\$ 6,733.23	\$ 10,278.34	\$ 78,305.81	\$ 90,906.43
Parking Enforcement (7472)	\$ 940.00	\$ 5,288.00	\$ 126,069.62	\$ 252,240.78
DUI Billing (7475)	\$ 2,268.52	\$ 1,418.06	\$ 19,057.70	\$ 17,006.46
Total Monies Received	\$ 29,564.29	\$ 36,159.19	\$ 404,473.71	\$ 559,807.55

*Some data not available at this time

Prepared by Gina McWilliam & Jennifer Silveira

**Automotive Services
Monthly Activity Report
Fiscal Year 2014-15**

April 2015

ACQUISITIONS

	Apr-15	Fiscal Year-to-Date
# of Units Purchased as Replacement	3	39
# of Units Purchased as Addition to Fleet	4	7

FUEL USAGE

	Apr-15	Fiscal Year-to-Date
Unleaded Fuel Quantity Consumed (Gallons)	17,818	171,362
Diesel Fuel Quantity Consumed (Gallons)	8,031	73,821

SHOP ACTIVITY

	Apr-15	Fiscal Year-to-Date
Total Work Days for Month	20	204
Quantity of Scheduled Repairs	131	1,058
Quantity Unscheduled Repairs	505	5,106
Average Quantity of Work Orders / Day	14	14
Total Technician Labor Hours	792	8,881
Total Quantity of Work Orders	285	2,913

of REPAIR LINES by REPAIR TYPE

	Apr-15	Fiscal Year-to-Date
General Repair	318	3,138
Road Call	20	209
Transport	0	7
PM Service	252	2,312
Recalls	3	57
Sublet	42	386
Warranty	1	55
TOTAL Repair Lines	636	6,164

ALTERNATIVE FUEL / CALIFORNIA "CERTIFIED CLEAN IDLE" DIESEL

	Apr-15
Quantity of Hybrid Vehicles	63
Quantity of California "Certified Clean Idle" Diesel Vehicles	24



PERFORMANCE MEASURES REPORTING

ENGINEERING, BUILDING MAINTENANCE, & TRAFFIC

APRIL 2015

Division: Field Services				Number: 001/4461
Program: Division Administration				
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget	
1. Percentage of complaints responded to within one business day.	100%	85%	90%	
2. Number of construction activity complaints.	4	56	25	

Division: Field Services				Number: 001/4462
Program: Development Support				
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget	
1. Percent of inspection requests responded to within one business day.	100%	100%	90%	

Division: Field Services				Number: 001/4463
Program: Capital Improvement Projects Inspection				
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget	
1. Percent of Capital Improvement Projects that reached substantial completion within the construction contract time.	N/A	100%	75%	
2. Percentage of Capital Improvement Projects completed within approved budget.	N/A	100%	100%	
3. Percentage of customers rating services as satisfactory.	N/A	100%	100%	
4. Percentage of Capital Improvement Projects completed with Change Orders under 5% of construction cost.	N/A	25%	90%	



PERFORMANCE MEASURES REPORTING

ENGINEERING, BUILDING MAINTENANCE, & TRAFFIC

APRIL 2015

Division: Land & Property Development Program: Division Administration			Number: 001/4451
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget
1. This Program has no reportable performance measures.	N/A	N/A	N/A

Division: Land & Property Development Program: Development Support & Review			Number: 001/4452
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget
1. Percent of subdivision maps first submittals reviewed within 15 business days.	N/A	100%	95%
2. Percent of subdivision maps subsequent submittals reviewed within 10 business days.	50%	62%	95%
3. Percent of Title documents drafted within 10 business days.	75%	76%	95%
4. Percent of private development plans reviewed on first review within 20 business days.	75%	67%	95%
5. Percent of private development plans reviewed on subsequent reviews within 15 business days.	67%	74%	95%



PERFORMANCE MEASURES REPORTING

ENGINEERING, BUILDING MAINTENANCE, & TRAFFIC

APRIL 2015

Division: Traffic				Number: 001/4431
Program: Division Administration				
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget	
1. Number of grants applied for or being processed.	0	3	12	
2. Number of special transportation permits issued.	29	472	350	
3. Number of citizen/customer requested studies completed.	12	74	30	

Division: Traffic				Number: 001/4432
Program: Development Support				
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget	
1. Number of preliminary site and development plans for Project Clearance and Subdivision Committee reviewed.	7	108	200	
2. Number of encroachment permits, Capital Improvement Projects, and traffic control plans reviewed within agreed time frame.	34	262	145	

Division: Traffic				Number: 001/4433
Program: Capital Improvement Projects				
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget	
1. Number of traffic projects under design.	2	2	12	
2. Number of projects under construction requiring Traffic division support.	0	0	12	

Division: Traffic				Number: 001/4434
Program: Traffic Signal Management				
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget	
1. Number of timing, coordination, detection, equipment, or other signal management requests responded to.	15	181	150	



PERFORMANCE MEASURES REPORTING

ENGINEERING, BUILDING MAINTENANCE, & TRAFFIC

APRIL 2015

Division: Traffic		Number: 001/4435	
Program: Traffic Striping and Signing			
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget
1. Number of work orders created for Street Department action.	1	49	150



PERFORMANCE MEASURES REPORTING

ENGINEERING, BUILDING MAINTENANCE, & TRAFFIC

APRIL 2015

Division: Support Services				Number: 001/4411
Program: Division Administration				
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget	
1. Percentage of Agenda Reports completed on time.	71%	59%	95%	
2. Percentage of Agenda Reports completed satisfactorily.	100%	96%	95%	
3. Percent of City Manager assignment requests responded within time requested.	N/A	#DIV/0!	95%	
4. Percentage of customers surveyed that are very satisfied.	N/A	#DIV/0!	95%	

Division: Support Services				Number: 001/4412
Program: Development Support				
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget	
1. This Program has no reportable performance measures.	N/A	N/A	N/A	

Division: Support Services				Number: 001/4413
Program: Capital Improvement Projects				
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget	
1. This Program has no reportable performance measures.	N/A	N/A	N/A	



PERFORMANCE MEASURES REPORTING

ENGINEERING, BUILDING MAINTENANCE, & TRAFFIC

APRIL 2015

Division: Building Maintenance Program: Maintenance / Repair			Number: 001/2222
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget
1. Percent of all requests for service responded to within four business days.	100%	100%	100%

Division: Building Maintenance Program: Janitorial			Number: 001/2223
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget
1. Respond to all service requests within two hours.	100%	100%	100%
2. Clean all restrooms in all major buildings daily.	100%	100%	100%



PERFORMANCE MEASURES REPORTING

ENGINEERING, BUILDING MAINTENANCE, & TRAFFIC

APRIL 2015

Division: Design			Number: 001/4441
Program: Division Administration			
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget
1. This Program has no reportable performance measures.	N/A	N/A	N/A

Division: Design			Number: 001/4442
Program: Development Support			
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget
1. This Program has no reportable performance measures.	N/A	N/A	N/A

Division: Design			Number: 001/4443
Program: Capital Improvement Projects			
Performance Measures	APRIL Actuals	YTD Actuals	2014-2015 Budget
1. Percent of Capital Improvement Projects designed within budget.	N/A	100%	80%
2. Percent of Capital Improvement Projects designed within approved schedule.	N/A	100%	80%

STREET AND AUTOMOTIVE SERVICES DEPARTMENT
MONTHLY ACTIVITY REPORT - April 2015

			THIS MONTH	THIS FY TO DATE	LAST FY TO DATE
A. STREET MAINTENANCE					
1.	Deeplift AC R&R (In-House)	(ton)	86	279	2,000
2.	AC Restorations (Permits) (In-House)	(ton)	75	1,457	353
3.	Miscellaneous AC Repair (In-House)	(ton)	49	721	169
3.1.	Total AC Placed (In-House)	(ton)	209	2,457	2,515
4.	Crack Sealing (In-House)	(lf)	61,110	103,136	41,278
5.	Area of Streets Prepared for Slurry (In-House)*	(sy)	0	0	0
6.	Area of Streets Prepared for Fog Seal (In-House)*	(sy)	0	0	0
7.	Deeplift AC R&R (Contract)	(ton)	0	0	291
8.	AC Restorations (Permits) (Contract)	(ton)	0	0	0
9.	AC Overlay (Contract)	(ton)	0	0	0
10.	Slurry/Cape Seal (Contract)*	(sy)	0	0	0
11.	Miscellaneous AC Repair (Contract)	(ton)	0	0	0
11.1.	Total AC Placed (Contract)	(ton)	0	0	0
12.	Miscellaneous Activities	(hr)	608	7,760	8,447
SIDEWALK MAINTENANCE					
13.	Sidewalk R&R (In-House)	(sf)	0	0	0
14.	Curb & Gutter R&R (In-House)	(lf)	0	0	0
15.	Sidewalk Grinding	(hr)	35	368	113
16.	Sidewalk R&R (Contract)	(sf)	1,278	16,178	10,314
17.	Curb & Gutter R&R (Contract)	(lf)	188	2,616	897
18.	Valley Gutter (Contract)	(sf)	0	612	0
19.	Wheelchair Ramp (Contract)	(ea)	1	1	0
20.	Median Curbs (Contract)	(lf)	0	0	0
21.	Miscellaneous Activities	(hr)	0	0	0
22.	Illegally Dumped Materials	(gal)	2,095	30,840	26,800
B. STORM DRAIN SYSTEM MAINTENANCE					
1.	Catch Basins Cleaned	(ea)	397	2,713	2,348
2.	Main & Lateral Flushing	(ft)	90	23,469	10,395
2.1.	Main & Lateral Flushing	(cy)	1	17	68
3.	Illicit/Illegal Discharge Incidents	(ea)	8	95	77
4.	Illicit/Illegal Discharge Incidents	(hr)	28	319	265
5.	Other Non-Point Source Activities	(hr)	8	142	101
6.	Pump Stn. Mtce./Wet Well/Trash Rack Cleaning	(hr)	82	794	630
6.1.	Pump Stn. Mtce./Wet Well/Trash Rack Cleaning	(cy)	8	102	84
7.	Pump Station/Outfall Monitoring	(hr)	61	1,196	1,237
8.	Creek Clean-Up/Trash Abatement	(hr)	0	44	34
9.	Construction Site Inspections	(ea)	27	164	97
10.	Construction Site Inspections	(hr)	49	288	145
11.	Ind/Com Facility Inspections	(ea)	34	1,057	801
12.	Ind/Com Facility Inspections	(hr)	59	934	533
13.	Public Information Participation	(hr)	0	4	19
14.	Miscellaneous Activities	(hr)	433	3,949	2,250
C. TRAFFIC STRIPING & SIGNAGE MAINTENANCE					
1.	Striping Installed	(mi)	1.8	11.2	66.1
2.	Curbs Painted	(lf)	108.0	16,765	19,154
3.	Vandalism	(hr)	0.0	365	64
4.	Services for Other Departments	(hr)	24.0	1,185	877
5.	Pavement Marking (messages & crosswalks)	(sf)	363.0	14,684	6,346
6.	Sign Fabrication	(ea)	52.0	869	758
7.	Sign Maintenance	(hr)	163.0	1,433	1,135
8.	Signs Installed, Upgraded or Repaired	(ea)	307.0	2,524	1,407
9.	Metal Beam Guardrails	(lf)	0.0	10	297
10.	Miscellaneous Activities	(hr)	411.0	3,066	1,748
11.	Striping Installed (Contract)	(mi)	0.0	0.0	0.0
12.	Pavement Marking (Contract)	(sf)	0.0	0	0
13.	Pavement Markers (Contract)	(ea)	0.0	0	0
14.	Inertial Barriers	(ea)	0.0	12	0
D. SPECIAL DEPARTMENTAL ACTIVITIES					
1.	Clean-Up Campaign - Hours	(hr)	878	881	258

2.	Clean-Up Campaign - Debris Collected	(cy)	0	0	0
3.	Crack Sealing (Contract)	(lf)	0	0	0
4.	Fog Sealing (Contract)	(sy)	0	0	0
5.	Leaf Vac Program - Debris Collected	(cy)	0	273	2,699
6.	Christmas Tree Collection Program	(hr)	0	1,847	67
E. PARKWAYS & BOULEVARDS MAINTENANCE					
1.	Trees Planted	(ea)	17	67	101
2.	Trees Sprayed/Trees Injected	(ea)	771	771	3
3.	Root Pruning	(ea)	3	21	22
4.	Bracing & Cabling	(ea)	2	29	40
4.1.	Immediate Calls for H/B and B/D	(ea)	10	169	148
5.	Trees & Stumps Removed	(ea)	12	149	114
6.	Citizen Generated Tree Trim Requests	(ea)	74	814	613
6.1.	Miscellaneous Generated Service Requests	(ea)	6	514	434
7.	Trees Trimmed - City Crews	(ea)	51	359	527
7.1.	Trees Trimmed - Contract	(ea)	13	703	695
7.2.	Total Trees Trimmed	(ea)	64	1,064	1,222
8.	Backlog of Citizen Trim Requests - In-House				
8.1.	Current Month	(ea)	9		445
8.2.	More than 30 days	(ea)	12		416
8.3.	More than 60 days	(ea)	55		2,177
8.4.	Total Backlog	(ea)	76		3,038
9.	Backlog of Citizen Trim Requests - Contracted				
9.1.	Current Month	(ea)	30		187
9.2.	More than 30 days	(ea)	83		88
9.3.	More than 60 days	(ea)	156		683
9.4.	Total Backlog	(ea)	269		961
10.	Miscellaneous Trash Pickup	(gal)	525	5050	3,270
10.1	VTA Trash Pickup	(gal)	400	4005	3,150
F. SOLID WASTE					
1.	Clean Green Collection				
1.1.	Cubic Yards	(cy)	4,564	42,730	38,012
1.2.	Tons	(ton)	913	8,547	7,602
2.	Complaints Responded To:				
2.1.	Clean Green	(ea)	0	3	3
2.2.	Garbage	(ea)	0	13	6
3.	Street Sweeping				
3.1.	Miles Cleaned	(mi)	2,780	27,245	22,348
3.2.	Man-Hrs per Curb-Mile	(hr/mi)	0.12	1.21	1.07
4.	Illegal Sign/Graffiti Abatement				
4.1.	Illegal Signs Removed	(ea)	344	3,878	3,557
4.2.	Graffiti Loc. (Pri/Pub/Gar Bins) Reported	(ea)	307	5,925	9,271
4.3.	Private Property Graffiti Letters Sent	(ea)	3	16	43
4.4.	Private Property Graffiti City Clean Up	(ea)	34	143	1,597
5.	No. of Violations				
5.1.	For Containers Stored on Street	(ea)	6	124	88
5.2.	For Containers with Lids Open	(ea)	0	8	3
5.3.	For Overfilled Containers	(ea)	0	0	4
5.4.	For Accumulation of Refuse	(ea)	4	36	7

* Partial street area not included.

Prepared by:

Kami Hwang

Approved by:

[Signature]

**CITY OF SANTA CLARA SEWER DEPARTMENT
MONTHLY ACTIVITY REPORT APRIL 2015**

<u>ACTIVITY</u>	<u>WORK UNIT</u>	<u>THIS MONTH</u>	<u>FISCAL YEAR</u>
TOTAL Service Requests	Number	85	1,695
Cleanout Installations	Number	0	26
Lateral Stoppages	Number	70	1,549
Main Stoppages	Number	2	28
Misc. Requests/Complaints	Number	2	47
Roach Customer Complaints	Number	2	15
Lateral/Main Repairs	Number	2	3
Sewer Construction	Feet	0	0
Jet Cleanings	Feet	6,000	76,000
Roach Control (Manholes)	Number	2	5
Lateral Installations	Number	0	3
TV Inspections, Laterals	Each	NA	24
TV Inspections, Main Lines	Feet	NA	49,066
Root Foaming, Main Line	Feet	0	0
Root Foaming, Lateral	Number	0	7
Pump Calls, Storm & Sewer	Number	4	53

SEWAGE PUMP STATIONS DATA

	<u>NORTHSIDE</u>	<u>RABELLO</u>
Total pumped (MG) during April	51.9	180.8
Total pumped (MG) since July 1, 2014	1131	1894
Average daily flow for the month (MGD)	1.7	6.0

SAN JOSE OUTFALL

	<u>MONTH</u>	<u>F.Y.</u>	
<u>30</u> days			
Flow Total (MG) Line A (West)	33.6	644	West
Line B (East)	102.0	984	East
Combined flow Lines A & B (MG)	136	1628	
Average Daily Flow (MGD) Line A	1.1		West
Line B	3.4		East

Total average flow 12.3 mgd

Chris de Groot for CDG

Christopher L. de Groot
Director Water & Sewer Utilities

Current FY Start	2014	Division/Program/Measure	2014-2015			2013-2014		
			Apr-15	Year To Date	Budget	This Month Last Year	Year To Date	Budget
		Sewer System Administration	094/1511					
1.		Prepare annual Sewer Revenue Program (as required for Federal program and WPCP cost distribution) by due dates each year.	0	1	2	0	2	2
2.		Prepare monthly status reports and TPAC agenda reports.	1	10	12	1	10	12
		Sewer System Maintenance	094/1512					
1.		Number of feet of mainline jetted.	6,000	54,309	350,000	0	113,693	350,000
2.		Percentage of sanitary sewer overflows reported to the State CIQWS database within the time frame required by regulations	100%	100%	100%	100%	100%	100%
3.		Number of reportable sewer spills	0	3	<3	0	6	<3
		Sewer Operations	094/1514					
1.		Number of pump and metering stations inspected.	33	330	396	14	199	396
2.		Provide all preventative and routine maintenance as specified in operations and maintenance manuals.	100%	100%	100%	100%	100%	100%
		San Jose/Santa Clara WPCP	094/1515					
1.		Support Treatment Plant Advisory Committee (TPAC) members to represent the City in matters relating to the WPCP at monthly meetings.	1	10	12	1	10	12
2.		Provide sufficient funding for all WPCP approved projects.	NA	75%	100%	NA	75%	100%
		Sewer/Storm Pump Maintenance	094/1516					
1.		Number of storm pump stations inspected.	34	340	408	34	309	408
2.		Provide all preventative and routine maintenance as specified in operations and maintenance manuals.	100%	100%	100%	100%	100%	100%
3.		Coordinate annual load test for generators.	0	0	10	0	2	10

Christopher L. de Groot

Christopher L. de Groot
Director of Water & Sewer Utilities

CITY OF SANTA CLARA WATER DEPARTMENT MONTHLY REPORT
Installed Water System Components:

April - 2015

Mains				
SIZE (in)	MT'L	BY	TYP	FT
6	DIP	WD	DW	22
8	DIP	WD	DW	1287
TOTAL				1309

Services				
SIZE (in)	BY	TYP	QTY	
2	WD	DW	2	
TOTAL			2	

Meters				
SIZE (in)	BY	TYP	QTY	
1	CT	DW	8	
1 1/2	CT	DW	1	
2	WD	DW	2	
TOTAL			11	

Backflows				
SIZE (in)	BY	TYP	QTY	
2	CT	DW	1	
2	WD	DW	2	
TOTAL			3	

Fire Services				
SIZE (in)	BY	TYP	QTY	
6	CT	RP	1	
TOTAL			1	

WD = Water Dept - CT=Contractor - DW= Drinking Water (Potable) - RW = Recycled Water

TASK	QTY
WATER WASTE WARNINGS ISSUED	63
LOW FLOW SHOWER HEAD/CONSERVATION KITS DISTRIBUTED	75
COMPLAINTS & SERVICE REQUESTS RESOLVED	133
SOLAR POOL SYSTEM COMPLAINTS & SERVICES	10
SOLAR DOMESTIC HOT WATER COMPLAINTS & SERVICES	0
WATER QUALITY SAMPLES TAKEN	354
PLANS CHECKED	36
FIRE HYDRANTS REPAIRED	3
DAMAGED FIRE HYDRANTS REPAIRED	2
FIRE HYDRANTS PAINTED	72
FIRE HYDRANTS FLUSHED	11
MAIN BREAKS REPAIRED	6
MAINLINE VALVES TESTED AND EXERCISED	26
BROKEN VALVES REPLACED	0
AIR RELIEF VALVES TESTED AND REPAIRED	0
WELL SITE FACILITIES PAINTED	0
REGULATOR (ZONE) VALVES CHECKED/ADJUSTED	2
SOLAR POOL HEATERS INSTALLED	1
SOLAR DOMESTIC HOT WATER SYSTEMS INSTALLED	0

TASK	QTY
METERS CHANGED FOR REPAIR & TESTING, ROUTINE - POT & RCW	257
METERS TESTED IN SHOP - POT & RCW	0
METERS REPAIRED - POT & RCW	0
LARGE METERS TESTED & REPAIRED IN FIELD	0
LARGE WATER METERS/SERVICES PAINTED - > 2"	0
FIRE DETECTOR CHECK VALVES REPAIRED	0
FIRE DETECTOR CHECK VALVES READ	6
FIRE DETECTOR CHECK VALVES TESTED	0
BACKFLOW PREVENTERS TESTED	247
BACKFLOW PREVENTERS REPAIRED	11
SERVICE TAGS PROCESSED (SO1)	365
FIRE HYDRANTS INSTALLED	3
USA WATER LOCATES PERFORMED	386
Unused	

WORK IN PROGRESS:
 INSTALLATION OF SOLAR SYSTEMS AT VARIOUS LOCATIONS.
 INSTALLATION OF FIRE SERVICES AT VARIOUS LOCATIONS.
 INSTALLATION OF RP DEVICES AT VARIOUS LOCATIONS.
 INSTALLATION OF FIRE HYDRANTS AT VARIOUS LOCATIONS.
 Changed large meters for the AMI project
 Transfer water services on El Camino Homes project

WORK COMPLETED:
 Finished installing mainline on the El Camino Homes project

WATER SUPPLY DATA	MG	QTY
Ground Water Pumped - MG	MG	352.4
Scvwd Treated Water Purchased - MG	MG	92.1
Hetch-Hetchy Water Purchased - MG	MG	53.3
Total Drinking Water Production This Month - MG	MG	497.8
Avg. Daily Drinking Water Production This Month - MGD	MGD	16.59

MISCELLANEOUS:
 MAINTENANCE OF MAINS, HYDRANTS, SERVICES, WELLS, TANKS
 AND SOLAR SYSTEMS.

Christopher L. de Groot
 Christopher L. de Groot
 Director of Water & Sewer Utilities

Current FY Start		2014-2015			2013-2014		
2014		Apr-15	Year To Date	Budget	This Month Last Year	Year To Date	Budget
Division/Program/Measure							
Water Engineering/Design Engineering		092/1411					
1.	Number of plans reviewed.	36	388	220	67	368	220
2.	Complete review of plans by the required due dates.	97%	88%	90%	84%	83%	90%
Water Engineering/ Water Quality		092/1412					
1.	Create and publish the annual Consumer Confidence Report in accordance with the California Safe Drinking Water Act requirement.	0	0	1	0	0	1
2.	Number of water quality samples processed.	354	3,250	3,000	208	3,133	3,000
Water Engineering/Water Resources		092/1413					
1.	Promote water conservation at public events.	4	6	4	0	6	5
Water System Maintenance		092/1422					
1.	Maintain an industrial standard for unaccounted water of 5% or less.	<5%	< 5%	< 5%	<5%	< 5%	< 5%
2.	Number of responses to customer service requests.	133	1,441	1,600	149	1,275	1,600
3.	Respond to customer service requests within 30 minutes of receipt of calls (excluding scheduled appointments and after hours call back requests).	95%	93%	80%	95%	91%	80%
4.	Number of backflow prevention devices tested.	247	2,505	2,000	251	2,368	2,000
5.	Number of meters changed for routine, repair and testing.	257	2,613	800	137	969	800
6.	Number of main break repairs/broken valve replacements performed.	2	67	95	3	81	95

Current FY Start	2014	Division/Program/Measure	2014-2015			2013-2014		
			Apr-15	Year To Date	Budget	This Month Last Year	Year To Date	Budget
		Water System Construction	092/1423					
1.		Number of lineal feet of water mains installed.	1,309	9,154	7,500	1,181	5,479	5,000
2.		Number of new service installations.	10	66	50	16	100	50
3.		Number of underground utility locates performed.	386	3,864	2,000	382	3,149	2,000
		Water System Operations	092/1424					
1.		Perform routine maintenance on City fire hydrants.	79	483	750	65	600	750
2.		Number of production meters read and recorded.	64	640	800	64	640	800
3.		Number of mainline water valves tested and exercised.	26	316	800	177	1,552	800
		Solar System Maintenance	092/1532					
1.		Number of responses to customer service requests.	10	141	300	10	163	300
2.		Number of systems provided with semi-annual winterization service. twice each year.	0	93	110	58	121	50
3.		Number of removal and reinstallation requests.	1	26	12	2	22	12
4.		Percent of service requests responded to within one business day.	70%	76%	75%	95%	92%	75%
		Recycled Water System Maintenance, City	097/1522					
1.		Number of recycled water meters greater than 2" tested annually.	0	0	18	0	2	18
		South Bay Water Recycling System Maintenance	097/1525					
1.		Provide all O & M services as required in Agreement for Services.	100%	100%	100%	100%	100%	100%

Meeting Date: 6-23-15

AGENDA REPORT

Agenda Item # 7A.9

Santa Clara



City of Santa Clara, California



Date: June 16, 2015

To: City Manager for Council Action

From: City Clerk/Auditor

Subject: Request to Set July 14, 2015 for a Public Hearing to Consider the Appeal Submitted by Douglas Falk and Jeanne O'Grady of the Planning Commission's Action for the Development Proposal for 3772 Carlisle Avenue [PLN 2014-10538 / PLN 2015-10906]

EXECUTIVE SUMMARY:

Douglas Falk and Jeanne O'Grady submitted the attached appeal of the Planning Commission's action for the development proposal for 3772 Carlisle Avenue.

ADVANTAGES AND DISADVANTAGES OF ISSUE

Appeals of Planning Commission actions are heard by the City Council at set public hearings. There are no disadvantages.

ECONOMIC/FISCAL IMPACT

The appellant paid the \$360 appeal fee. There is no additional cost to the City other than administrative staff time and expense.

STAFF RECOMMENDATION

That the Council set July 14, 2015 for a public hearing to consider the appeal submitted by Douglas Falk and Jeanne O'Grady of the Planning Commission's action for the development proposal for 3772 Carlisle Avenue [PLN 2014-10538 / PLN 2015-10906].

Handwritten signature of Rod Diridon, Jr.

Rod Diridon, Jr.
City Clerk/Auditor

APPROVED:

Handwritten signature of Julio J. Puentes.

Julio J. Puentes
City Manager

Documents Related to this Report:

- 1) Appeal



Planning and Inspection Department

Planning Division
1500 Warburton Avenue
Santa Clara, CA 95050
Ph: (408) 615-2450

RECEIVED

JUN 16 2015

City Clerk's Office
City of Santa Clara

Appeal Form

Instructions

Use this form to appeal a decision of the Architectural Review Committee or Planning Commission. All appeals must be filed in the Planning Division within seven calendar days of the action being appealed.

Appeals from the Architectural Review Committee are made to the Planning Commission and will be set for hearing on the next available Planning Commission agenda. Appeals from the Planning Commission are made to the City Council and will be placed on the subsequent City Council Agenda to set a hearing date. Please contact the Planning Division at the number listed above with any inquiries about the process.

Please print, complete, and sign this form before mailing or delivering to the City, along with the fee payment, and supporting documentation, letters, etc. (if any).

Appeal Fees

Appeal Fees are set by the Municipal Code of the City of Santa Clara and are subject to annual review. Please call the Planning Division for the current Appeal Fee. Fee payment must be received by the City of Santa Clara before this form submittal can be certified as complete.

Appeal fees may be paid by cash, check, or with VISA, MasterCard, or American Express, at the Permit Center at City Hall. Alternatively, checks or money orders made payable to City of Santa Clara can be mailed or delivered to Planning Division, City Hall, 1500 Warburton Avenue, Santa Clara, California 95050.

Appellant Declaration

Name: Douglas Falk, Jeanne O'Grady
Street Address: 695 Giannini Dr.
City, State, Zip Code: Santa Clara, CA 95051
Phone number: 408-515-1626
E-mail address: Jeanne@QPD.com

In accordance with the provisions of the Municipal Code of the City of Santa Clara, I hereby appeal the following action of the:

Architectural Review Committee Planning Commission

at it's meeting of 10 June, 2015
(date)

Agenda Item No.: 8B
File No.(s): PLN 2014-10538 / PLN 2015-10906
Address:/APN(s): 3772 Carlisle Ave
S. Clara 95051

Appellant Statement

(If more space is required, attach a separate sheet of paper.)

Action being appealed:

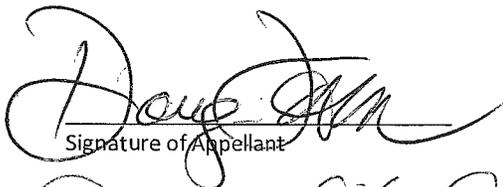
3772 Carlyle Ave
Santa Clara, CA 95051

Planning Commission
Action of June 10, 15

Reason for Appeal:

As per the many emails from neighbors to the city protesting this complete rebuild of the property, we feel this property is still too massive + large of a footprint for this particular neighborhood. It Does NOT fit the character of Westwood Oaks. It will dwarf our home next door + the other side. The privacy issues were not satisfactorily handled. The Staff report states the home is in keeping with the character of the neighborhood. Please see neighborhood emails. Its obvious neighbors Do NOT Agree. The motion was passed with there still Certification of Authenticity being questions on 5-6' windows on →

Beware, you are subject to prosecution if you unlawfully submit this form. Under penalty of law, transmission of this form to the City of Santa Clara is your certification that you are authorized to submit it and that the information presented is authentic.


Signature of Appellant

June 16, 2015
Date



The master bedroom side of the home.

Per the staff report of meeting dated Jan 21, 2015 under Notes "#3) Second story windows on the west side were removed."

At that meeting the Yangs agreed to remove the intrusive windows.

I erroneously said they were 'okay' as long as they were very ^{the plans} high up. They got put in at 6ft. Later when the plans came back, they were down to 5ft window ledges.

At the June 10, 2015 appeal meeting, Mr Yang came up to me and told me that they "would be willing to move that window up as high as they could".

I understand their desire for more light. But I want to retain our privacy. A narrower transom type window that starts minimum 6.5 ft up allows them light and maintains our privacy.

Nam Hee, our neighbor, across the street is now talking about rearranging + redoing his existing deck and moving it to the other side of the yard due to this property's front balcony looking into his yard + stealing his privacy.

Proper weight of neighbors' voices, was not given to existing H.O.'s

per one neighbors email
99.45% of all homes in
west wood oaks are smaller
than this proposed home.

1% of the largest homes are
between 2701 + 3459 sft in size.

4/6 of the largest homes are
situated on a corner lot.

Jeanne O'Grady

Meeting Date: 6-23-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A.10



Date: June 9, 2015
To: City Manager for Council Action
From: Director of Electric Utility
Subject: Authorization for City Manager to Execute the City of Santa Clara's Attestation Related to the City's Power Source Disclosure Report to the California Energy Commission for 2014

EXECUTIVE SUMMARY:

California Energy Commission (CEC) regulations require any electric utility, including municipal utilities, making any claim regarding its energy sources for marketing or communications purposes to provide an Electricity Generation Source Disclosure, which supports electric resource amounts shown on Silicon Valley Power's (SVP) Power Content Label. The disclosure requirements are intended, in part, to address deregulation concerns about protecting consumers from misleading and fraudulent promotional efforts.

SVP has completed its evaluation of the energy sources used to serve its retail customers for 2014 under the CEC's guidelines. These guidelines allow public agencies which offer only one electricity product to its customers to approve, at a public meeting, the submission of an attestation of the veracity of the annual report to the CEC. Electricity that the City provides to its customers meets this standard. Therefore, staff is requesting that the Council direct the City Manager to execute this attestation. The completed Power Source Disclosure Report is attached. This information will be used in SVP and City communications.

To develop the information reported in the Power Content Label, SVP used operating data for City-owned power plants and plants operated by the Northern California Power Agency, which is the same approach used to prepare the 2001-2013 Power Content Labels. For other specific energy resources, SVP uses information from invoices and RECs, as accounted for in SVP's Western Renewable Energy Generation Information System (WREGIS) account. For those agencies or utilities where a specific generation source (i.e., wind, solar, geothermal, hydro, coal, natural gas, etc.) could not be identified, staff must assign these resources as "unspecified source of power".

SVP's 2014 resource mix is more concentrated in renewable and hydroelectric resources than the statewide energy mix. Renewable resources are biomass and waste, geothermal, solar, small hydroelectric, and wind. SVP's 2014 power mix consists of 36.3% renewable resources compared to 18.8% for the statewide mix. This fully accounts for all sales of renewable energy made to other utilities. If large hydro resources are included in the mix, then SVP's 2014 power mix consists of 51.4% renewable and large hydro, as compared to 26.6% for the statewide mix. The current 36.3% renewable resource percentage is higher than the 24.2% renewable resource percentage reported for 2013.

Additionally, with the implementation of state law SBX1_2, renewable energy credits (RECs), which are the environmental attribute of the associated renewable energy, will be used to meet Renewable Portfolio Standard (RPS) targets. This compliance period under the RPS includes years 2014, 2015 and 2016 and requires 20%, 20%, and 25% respectively of retail sales to come from renewable sources. The RPS also allows excess procurement during the current compliance period to be used in future compliance periods with higher procurement targets. While staff believes that SVP will be able to achieve future renewable targets through direct purchase or production of renewable energy, there is nevertheless no guarantee that

this will in fact occur. For this reason, staff is recommending that all RECs determined to be in excess of the RPS procurement target for the first compliance period be banked for use in future compliance periods. To provide clarity between the Power Source Disclosure Program and the RPS, SVP has added a comment in the Power Source Disclosure Report reflecting the banking of excess procurement beyond the current year's RPS compliance target.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Submission of the Power Content Label and attestation by the City Manager on behalf of the City Council complies with CEC requirements

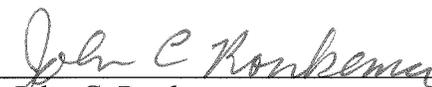
ECONOMIC/FISCAL IMPACT:

There is no economic or fiscal impact.

RECOMMENDATION:

That the Council approve, and authorize the City Manager to execute, the City of Santa Clara's attestation related to the City's Power Source Disclosure Report to the California Energy Commission for 2014

APPROVED:



John C. Roukema
Director of Electric Utility



Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) Annual Report to the California Energy Commission: Power Source Disclosure Program, June 2014***

Silicon Valley Power 2014 POWER CONTENT LABEL

ENERGY RESOURCES	2014 SVP POWER MIX	2013 CA POWER MIX** <small>(for comparison)</small>
Eligible Renewable	36.3%	18.8%
-- Biomass & waste	2.1%	2.7%
-- Geothermal	10.0%	4.5%
-- Eligible Hydro	4.2%	1.3%
-- Solar	2.1%	1.8%
-- Wind	17.9%	8.6%
Coal	11.4%	7.8%
Large Hydro	15.1%	7.8%
Natural Gas	42.1%	44.3%
Nuclear	0.0%	8.8%
Other	0.0%	0.0%
Unspecified sources of power*	-4.9%	12.5%
TOTAL	100.0%	100.0%

* "Unspecified sources of power" means electricity from transactions that are not traceable to specific generation sources.

** Percentages are estimated annually by the California Energy Commission based on the electricity sold to California consumers

*** These values do not reflect renewable generation determined to be in excess of the RPS target in the first compliance period (2011-2013) that requires 20% of retail sales be procured from renewable sources, and will be applied to future compliance periods.

For specific information about this electricity product, contact Silicon Valley Power. For general information about the Power Content Label, contact the California Energy Commission at 1-800-555-7794 or <http://www.energy.ca.gov/sb1305/index.html>

ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure Program

June 2015

For the Year Ending December 31, 2014

SCHEDULE 1: RETAIL SALES

Applicable to: Load Serving Entities

INSTRUCTIONS: Enter information about power purchases supporting all electricity products for which your company is filing the Annual Report. If you need additional rows, add them from the INSERT menu. Note: If the power was purchased from a power pool or wholesaler that will be filing an Annual Report with the Energy Commission (schedules 3 and 4), identify the name of the pool / wholesaler under "Facility Name." If purchased power was from a transaction that expressly transferred RECs only and not energy, identify the power as the fuel type of the REC in the fuel type column. If purchased power was from a transaction that expressly transferred energy only and not the RECs associated with that energy, identify the power as "Unspecified Power" in the fuel type column. Please list all purchases (Specified and Unspecified purchases) as line items under the "Facility Name" heading. For Unspecified Purchases, if the facility name is unknown, please indicate "Generic Purchase" as the facility name.

ALL PURCHASES (Specified and Unspecified)											
Facility Name	Unit Number	Fuel Type	Location (State) ¹	CEC RPS Certification Number ²	WREGIS ID Number ³	EIA ID Number ⁴	CEC Plant ID Number ⁵	QF ID Number ⁶	Gross kWh Purchased or Generated	kWh Resold or Self-Consumed	Net kWh Procured
WAPA Large Hydro		Large Hydro	CA		W1156, W1157, W1158, W1159, W1160, W1162, W1163, W1164, W				170939993		170939993
WAPA Large Hydro RECs Only		Large Hydro	CA		W1156, W1157, W1158, W1159, W1160, W1162, W1163, W1164, W				88288007		88288007
WAPA Small Hydro		Small Hydro	CA	61044A, 61045A, 61046A					3673000		3673000
Santa Clara DVR		Natural Gas	CA						886435500		886435500
Santa Clara Cogen		Natural Gas	CA			7323	G0087		51176220		51176220
Stony Creek		Small Hydro	CA	61750A, 61751A	W1011; W1010	7151	H0500		10344000		10344000
Grizzly Hydro		Small Hydro	CA	61935A	W1252	7338	H0213		5241260		5241260
Altamont (ZOND)		Wind	CA	60149A	W0331				16409000		16409000
Manzana Wind		Wind	CA	61671A					140217650		140217650
NCPA Geothermal Plant No. 1 Unit 1		Geothermal	CA	60908A	W1254		T0039		107442000	29900000	77542000
NCPA Geothermal Plant No. 1 Unit 2		Geothermal	CA	60909A	W1255		T0039		100825000	15805000	85020000
NCPA Geothermal Plant No. 2 Unit 3		Geothermal	CA	60910A	W1256		T0039				0
NCPA Geothermal Plant No. 2 Unit 4		Geothermal	CA	60911A	W1257		T0040		174786000	34295000	140491000
NCPA Large Hydro (Collierville)		Large Hydro	CA						65280000		65280000
NCPA Small Hydro (Spicer)		Small Hydro	CA	61580A	W1260		H0356		3296000		3296000
NCPA Geothermal Solar unit 1 Clear Lake		Solar	CA	62040A	W1509				1029000		1029000
NCPA Geothermal Solar unit 2 Middletown		Solar	CA	62041A	W2792				1007000		1007000
NCPA Hydro, Solar		Solar	CA	62543A	W1266						0
NCPA Lodi Energy Center		Natural Gas	CA						338047000		338047000
MSR - Big Horn 1		Wind	WA	60776A	W240				271567750		271567750
MSR - Big Horn 2		Wind	WA	61201A	W1688				44200460		44200460
MSR - San Juan Coal		Coal	NM						345650000		345650000
G2 Landfill		Landfill gas	CA	61206A	W1565	57133	W1535		11351440		11351440
Ameresco Landfill		Landfill gas	CA	62413A	W3583				2761600		2761600
Ameresco (FWD)		Landfill gas	CA						19044450		19044450
Ameresco (VASCO)		Landfill gas	CA						30279080		30279080
Recurent Solar		Solar	CA	60855A	W3858				59644386		59644386
Tioga Solar		Solar	CA						593614		593614
Tridam-Beardsley		Small Hydro	CA						15100070		15100070
Tridam-Donnells		Large Hydro	CA						134229252		134229252
Tridam-Tulloch		Small Hydro	CA						90823000		90823000
Top of the World - Top of the World RECs Only		Wind	WY	61199A	W1749				43572000		43572000
Dokie Wind -Dokie Wind RECs Only		Wind	BC	61360A	W1749				26923000		26923000
Generic Purchase		Unspecified Power								149094531	-149094531

¹Indicate the state or province the facility is located in.

²Enter the California Energy Commission Renewable Portfolio Standard (RPS) Certification number for the facility, if applicable.

³Enter the Western Renewable Electricity Generation Information System identification number, if applicable.

⁴Enter the Energy Information Administration identification number for the generating facility, if available.

⁵Enter the California Energy Commission's Plant ID number, if applicable.

⁶Please enter the Qualifying Facility ID Number for the facility, if available.

Total Net Purchases 3,031,082,201

Total Retail Sales 3,031,082,201

**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure Program
June 2015**

for the year ending December 31, 2014

**SCHEDULE 2: ANNUAL POWER CONTENT LABEL CALCULATION
Applicable to: Load Serving Entities**

INSTRUCTIONS: Total specific purchases (by fuel type) and enter these numbers in the first column. Null power purchases should be included with Unspecified Power. REC only purchases should be included as part of the fuel type they represent. The remainder of this schedule will be automatically populated with net generic purchase and total retail sales information from Schedule 1. Any difference between total net purchases and total retail sales will be applied pro-rata to each non-renewable fuel type. The pro-rata calculations will then be divided by total retail sales to calculate fuel mix percentages. If you wish to change how the pro-rata calculation is applied, enter revised purchases in column labeled "Pro-Rata Net Purchases based on Retail Sales (kWh)"

	Net Purchases (kWh)	Pro-Rata Net Purchases based on Retail Sales (kWh)	Percent of Total Retail Sales (kWh)
Specific Purchases			
Renewable	1,100,130,760	1,100,130,760	36.3%
Biomass & Biowaste	63,436,570	63,436,570	2.1%
Geothermal	303,053,000	303,053,000	10.0%
Eligible hydroelectric	128,477,330	128,477,330	4.2%
Solar electric	62,274,000	62,274,000	2.1%
Wind	542,889,860	542,889,860	17.9%
Coal	345,650,000	345,650,000	11.4%
Large hydroelectric	458,737,252	458,737,252	15.1%
Natural Gas	1,275,658,720	1,275,658,720	42.1%
Nuclear		-	0.0%
Other		-	0.0%
Total Specific Purchases	3,180,176,732	3,180,176,732	104.9%
Unspecified Power (kWh)	(149,094,531)	(149,094,531)	-4.9%
Total	3,031,082,201	3,031,082,201	100.0%
Total Retail Sales (kWh)	3,031,082,201		

COMMENTS: These values do not reflect renewable generation determined to be in excess of the RPS target in the first compliance period (2011-2013) that requires 20% of retail sales be procured from renewable sources, and will be applied to future compliance periods.

CEC Reg. # 0

ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure Program
June 2015
for the year ending December 31, 2014
SCHEDULE 4: Power Purchased out of Pool
Applicable to: Power Pools

INSTRUCTIONS: Enter information about the power purchased out of your power pool. If you need additional columns, add them from the INSERT menu.

Name of Purchaser								
	kWh Purchased	TOTALS						
Specific Purchases								
Renewable								-
Biomass & Biowaste								-
Geothermal								-
Eligible hydroelectric								-
Solar electric								-
Wind								-
Coal								-
Large hydroelectric								-
Natural Gas								-
Nuclear								-
Other								-
Unspecified Power Purchases								-
Total Purchases from Pool	-	-	-	-	-	-	-	-

CEC Reg. # 0

**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:
Power Source Disclosure Program
June 2015**

for the year ending December 31, 2014

ATTESTATION FORM

Applicable to: All participants in the Power Source Disclosure Program

I, (print name and title) JULIO J. FUENTES, City Manager, declare under penalty of perjury, that the statements contained in Schedules 1 and 2 are true and correct and that I, as an authorized agent of (print name of company) Silicon Valley Power/City of Santa Clara, have authority to submit this report on the company's behalf. I further declare that the kilowatt-hours claimed as specific purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail consumers.

Signed: _____

Dated: _____

CONTACT INFORMATION

Name John C. Roukema

Title Director of Electric Utility

Company Name Silicon Valley Power/City of Santa Clara

Address 1500 Warburton Avenue

City, State, Zip Santa Clara, CA 95050

Phone (408) 615-6601

Fax (408) 249-0217

E-mail jroukema@svpower.com

Meeting Date: 6-23-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A.11

Santa Clara



Date: June 16, 2015

To: City Manager for Council Action

From: Director of Finance/Assistant City Manager

Subject: Approve Renewal of Earthquake and Flood Insurance with Empire Indemnity Insurance Company for the Period of July 1, 2015 to July 1, 2016 for the Grizzly Hydroelectric Plant and Authorize Payment of Insurance Premium to Alliant Insurance Services

EXECUTIVE SUMMARY:

The City's insurance broker, Alliant Insurance Services, Inc. sought competitive quotes from several insurance companies for placement of earthquake and flood insurance (also known as Difference in Conditions) for the Grizzly Hydroelectric Plant (Grizzly Plant) from July 1, 2015 to July 1, 2016.

In compliance with the terms of the Grizzly Development and Mokelumne Settlement Agreement, the insurance with Empire Indemnity Insurance Company, rated A+ Excellent, Financial Size Category XV by A.M. Best Company, provides up to \$20 million in liability coverage per occurrence and deductibles starting at \$25,000 per occurrence. The renewal premium for earthquake and flood insurance for the period of July 1, 2015 to July 1, 2016 totals \$66,661. This is a decrease of 10.5% or \$7,849 compared with the 2014-15 premium of \$74,510.

The full insurance proposals are available for review in the Finance Department.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The advantage of purchasing a Difference in Conditions (DIC) insurance coverage is to protect the City's investment in the Grizzly Plant and its components, especially from the potentially catastrophic loss due to earthquake or flood. Without insurance the Grizzly Plant would retain 100% of the liability risk.

ECONOMIC/FISCAL IMPACT:

The renewal premium for the Grizzly Plant is \$66,661. Sufficient funds are available in the Special Liability Fund (082-0141-87840).

City Manager for Council Action

Approve the renewal of the Earthquake and Flood Insurance with Empire Indemnity Insurance Company for the Grizzly Hydroelectric Plant

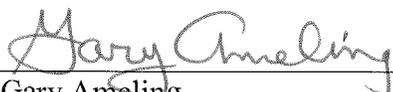
June 16, 2015

Page 2

RECOMMENDATION:

That the Council:

- 1) Approve the renewal of the Earthquake and Flood Insurance with Empire Indemnity Insurance Company for the period of July 1, 2015 to July 1, 2016 for the Grizzly Hydroelectric Plant and authorize payment of the insurance premium to Alliant Insurance Services, Inc. in the amount of \$66,661; and
- 2) Authorize the City Manager to execute any and all documents necessary to complete the transaction.



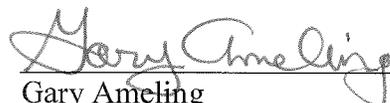
Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:



for Julio J. Fuentes
City Manager

Certified as to Budget Form: OK. LF
082-0141-87840 \$66,661



Gary Ameling
Director of Finance/
Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report: None

Meeting Date: 6/23/15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A12, S.B. SOSA, 4AHA




Date: June 16, 2015

To: City Manager for Council Action
Contract Administrator for Sports and Open Space Authority Information
Executive Director for Housing Authority Information
Executive Officer for Successor Agency Information

From: Director of Finance/Assistant City Manager
Director of Finance for Sports and Open Space Authority
Housing Authority Treasurer

Subject: Approve Renewal of Property, Equipment Breakdown, and Excess Liability with Select Providers for the Period of July 1, 2015 to July 1, 2016 for the City of Santa Clara and Authorities of the City and Authorize Payment of Insurance Premiums to Alliant Insurance Services

EXECUTIVE SUMMARY:

The City's insurance broker, Alliant Insurance Services, Inc. sought competitive quotes from several insurance companies for renewal from July 1, 2015 to July 1, 2016 for the following policies:

Property and Equipment Breakdown Insurance

The City of Santa Clara, including the Convention Center Maintenance District No. 183 and Successor Agency of the Redevelopment Agency of the City of Santa Clara, and the City of Santa Clara Housing and Stadium Authorities, participate in the Public Entity Property Insurance Program (PEPIP) for property and equipment breakdown insurance. Insurance through PEPIP allows cities and counties to pool risk which lowers premiums. The insurance will be provided by several companies including: Lexington, rated A Excellent, Financial Size Category XV by A.M. Best Company; Lloyd's of London, rated A Excellent, Financial Size Category XV by A.M. Best Company; and with London, Bermudian, European and U.S. Domestic markets, all A.M. Best Company rated at least A- Excellent, Financial Size Category VII. Together, these companies will provide up to \$1 billion per occurrence of property coverage; with limited equipment breakdown (also known as Boiler and Machinery), Cyber (also known as Privacy Liability), and Pollution Coverage, and deductibles starting at \$25,000 per occurrence. The renewal premium for property and equipment breakdown insurance through PEPIP for the period of July 1, 2015 to July 1, 2016 totals \$403,867. This is a decrease of 3.3% or \$13,911 compared with the 2014-15 premium of \$417,778.

Due to the specialized equipment and operation of the City of Santa Clara's Electric Utility known as Silicon Valley Power (SVP), a separate PEPIP policy is issued for the Donald Von Raesfeld Plant and Grizzly Hydroelectric Plant, with up to \$1 billion per occurrence of property coverage; with limited equipment breakdown (also known as Boiler and Machinery), Cyber (also known as Privacy Liability), and Pollution Coverage, and deductibles starting at \$25,000 per occurrence. The renewal premium for property and equipment breakdown insurance through PEPIP for the period of July 1, 2015 to July 1, 2016 totals \$195,361. This is a decrease of 3.1% or \$6,277 compared with the 2014-15 premium of \$201,638.

City Manager for Council Action; Contract Administrator/Executive Director/Executive Officer for Authority/Agency Information

Approve Renewal of Property, Equipment Breakdown, and Excess Liability with select providers for the City of Santa Clara and Authorities of the City

June 16, 2015

Page 2

Equipment Breakdown Insurance for the Donald Von Raesfeld Plant

In conjunction with the PEPPI policy, which limits coverage at the Donald Von Raesfeld Plant (DVR Plant), SVP retains a separate equipment and breakdown coverage policy for the DVR Plant. The insurance with Zurich American Insurance Company, rated A+ Superior, Financial Size Category XV by A.M. Best Company, provides up to \$100 million in equipment breakdown and \$9 million in business interruption coverage per occurrence and deductibles starting at \$250,000 per occurrence and 30 days per interruption. The renewal premium for property and equipment breakdown insurance for the period of July 1, 2015 to July 1, 2016 totals \$207,953. This is a decrease of 4.5% or \$9,885 compared with the 2014-15 premium of \$217,838.

Excess Liability Insurance

The City of Santa Clara is self-insured for general liability up to \$3 million (also known as a retention limit or SIR). Excess insurance above this limit will be provided by Security National Insurance Company, rated A+ Superior, Financial Size Category XV by A.M. Best Company for the first \$10 million of coverage; Arch Specialty Insurance Company, rated A+ Superior by the A.M. Best Company, for the next \$15 million of coverage; and Allied World National Assurance Company rated A+ Superior by the A.M. Best Company, for the final \$20 million of coverage. The combined policy provides up to \$45 million in excess liability coverage per occurrence after the City's retention limit. The combined renewal premium for excess liability for the period of July 1, 2015 to July 1, 2016 totals \$348,965. This is an increase of 40.6% or \$100,781 compared with the 2014-15 premium of \$248,184, which reflects a reduced SIR of \$2 million from the prior year.

The full insurance proposals are available for review in the Finance Department.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Property and Equipment Breakdown Insurance

It is prudent to have insurance since, without insurance, the City of Santa Clara and Authorities of the City retain full risk if damage occurs to property or its boilers and machinery. In addition, insurance is required per the terms of the Grizzly Development and Mokelumne Settlement Agreement for commercial operation of the Grizzly Plant.

Equipment Breakdown Insurance for the Donald Von Raesfeld Plant

The advantage of purchasing boiler and machinery insurance coverage is to protect the City's investment in the DVR Plant and its components, especially from the risk of loss due to mechanical or accidental breakdown. The policy provides business interruption protection for a period of time so that lost generation capacity will be covered while the DVR Plant is not operational.

Excess Liability Insurance

It is prudent to have insurance since, without insurance, the City of Santa Clara and Authorities of the City retain full risk of liability claims. General liability claims can result in extraordinary payments, therefore maintaining excess coverage to limit that risk is a reasonable alternative to self-insuring against an unknown

City Manager for Council Action; Contract Administrator/Executive Director/Executive Officer for Authority/Agency Information

Approve Renewal of Property, Equipment Breakdown, and Excess Liability with select providers for the City of Santa Clara and Authorities of the City

June 16, 2015

Page 3

potentially large liability. For the first time in several years, the insurance markets have softened allowing for an affordable reduction in our self-insured retention from \$5 million per occurrence to \$3 million per occurrence.

There are no disadvantages.

ECONOMIC/FISCAL IMPACT:

Property and Equipment Breakdown Insurance

The renewal premium for the City of Santa Clara and Authorities of the City is \$403,867. Sufficient funds are available from the following: \$316,280 in Special Liability Insurance Fund (082-0142-87840); \$60,440 in the Convention Center Fund (860-8014-87840); \$22,000 in the Convention Center Maintenance District Fund (026-2961-87840); and \$5,069 in Golf Course Fund (811-8013-87840) for SOSA.

The renewal premium for Silicon Valley Power is \$195,361. Sufficient funds are available in the Special Liability Insurance Fund (082-0142-87840).

Equipment Breakdown Insurance for the Donald Von Raesfeld Plant

The renewal premium for the DVR Plant is \$207,953. Sufficient funds are available in the Special Liability Insurance Fund (082-0141-87840).

Excess Liability Insurance

The renewal premium for the City of Santa Clara and Authorities is \$348,965. Funds are available in the Special Liability Insurance Fund (082-0141-87840).

RECOMMENDATION:

That the Council:

- 1) Approve Renewal of Property and Equipment Breakdown Insurance with select providers for the period of July 1, 2015 to July 1, 2016 for the City of Santa Clara and Authorities of the City and authorize payment of insurance premiums to Alliant Insurance in the amount of \$403,867;
- 2) Approve Renewal of Property and Equipment Breakdown Insurance with select providers for the period of July 1, 2015 to July 1, 2016 for Silicon Valley Power and authorize payment of insurance premiums to Alliant Insurance in the amount of \$195,361;
- 3) Approve Renewal of Property and Equipment Breakdown Insurance for the Donald Von Raesfeld (DVR) Plant with Zurich America Insurance Company for the period of July 1, 2015 to July 1, 2016 and authorize payment of insurance premiums to Alliant Insurance in the amount of \$207,953;
- 4) Approve the renewal of the Excess Liability Insurance for the period of July 1, 2015 to July 1, 2016 and authorize payment of insurance premium to Alliant Insurance Services in the amount of \$348,965; and

City Manager for Council Action; Contract Administrator/Executive Director/Executive Officer for Authority/Agency Information

Approve Renewal of Property, Equipment Breakdown, and Excess Liability with select providers for the City of Santa Clara and Authorities of the City

June 16, 2015

Page 4

5) Authorize the City Manager to execute any and all documents necessary to complete the transactions.



Gary Ameling
Director of Finance/Assistant City Manager
Director of Finance for Sports and Open
Space Authority
Housing Authority Treasurer

<u>Certified as to Budget Form:</u>	<i>ok. LF</i>
082-0142-87840	\$511,639
860-8014-87840	\$ 60,440
026-2961-87840	\$ 22,080
811-8013-87840	\$ 5,069
082-0141-87840	\$556,918

APPROVED:



for Julio J. Fuentes
City Manager
Contract Administrator for Sports and Open
Space Authority
Executive Director for Housing Authority
Executive Officer for Successor Agency



Gary Ameling
Director of Finance/Assistant City Manager
Director of Finance for Sports and Open
Space Authority
Housing Authority Treasurer

MAJORITY VOTE OF COUNCIL

Documents Related to this Report: None

Meeting Date: 6/23/15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A13

Santa Clara



Date: June 16, 2015

To: City Manager for Council Action

From: Director of Finance/Assistant City Manager

Subject: Approve Renewal of General and Excess Liability Insurance with Navigators Specialty Insurance Company for the period of July 1, 2015 to July 1, 2016 for the Convention Center Maintenance District #183 Parking Garage and Common Areas and Authorize Payment of Insurance Premiums to Alliant Insurance Services

EXECUTIVE SUMMARY:

The City's insurance broker, Alliant Insurance Services, Inc. sought competitive quotes from several insurance companies for placement of general liability and excess liability insurance for the Convention Center Maintenance District #183 (District) Parking Garage and Common Areas from July 1, 2015 to July 1, 2016.

In compliance with the Trade Center Ground Lease Agreement, the insurance with Navigators Specialty Insurance Company, A.M. Best rating A Excellent, provides up to \$11 million in liability coverage per occurrence and deductibles starting at \$5,000 per occurrence. The combined renewal premium for general and excess liability for the period of July 1, 2015 to July 1, 2016 totals \$29,741. This is an increase of 7.7% or \$2,125 compared with the 2014-15 premium of \$27,616. The insurance is paid by the District, which is funded by assessments from the Convention Center, Hyatt Regency Hotel, and TECHMART properties.

The full insurance proposals are available for review in the Finance Department.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Maintaining this insurance ensures compliance with the Trade Center Ground Lease Agreement and allows the District to share the risk of liability with an insurance company. Without insurance the District would retain 100% of the liability risk.

ECONOMIC/FISCAL IMPACT:

The renewal premium for the District is \$29,741. Sufficient funds are available in the Convention Center Maintenance District Fund (026-2961-87840).

City Manager for Council Action

Approve Renewal of General and Excess Liability Insurance with Navigators Specialty Insurance Company for the Convention Center Maintenance District # 183 Parking Garage and Common Areas

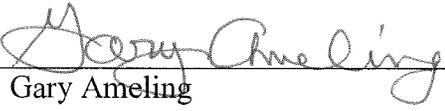
June 16, 2015

Page 2

RECOMMENDATION:

That the Council:

- 1) Approve the renewal of General and Excess Liability Insurance with Navigators Specialty Insurance Company for the period of July 1, 2015 to July 1, 2016 for the Convention Center Maintenance District #183 Parking Garage and Common Areas and authorize payment of insurance premiums to Alliant Insurance Services in the amount of \$29,741; and
- 2) Authorize the City Manager to execute any and all documents necessary to complete the transaction.



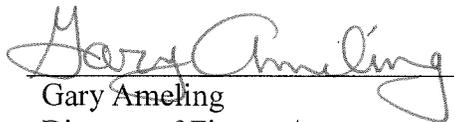
Gary Ameling
Director of Finance/
Assistant City Manager

Certified as to Budget Form: ¹⁶52
026-2961-87840 \$ 29,741

APPROVED:



Julio J. Fuentes
City Manager



Gary Ameling
Director of Finance/
Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report: None



Date: June 23, 2015

To: City Manager for Council Action

From: Director of Water and Sewer Utilities

Subject: Resolution to Approve the Water Supply Assessment for the proposed City Place development generally located north of Tasman Drive, east of Great America Parkway, west of the Guadalupe River, and south of State Route 237

EXECUTIVE SUMMARY:

California Water Code Section 10910 and Section 15155(b) of the Guidelines to the California Environmental Quality Act require a water utility to prepare a water supply assessment (“Assessment”) for any development project that, among other criteria, includes more than 500 dwelling units, 500,000 square feet of retail space, 250,000 square feet of office space, employs more than 1,000 people or would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project. On May 27, 2015, the proponent of a proposed mixed-use development generally located north of Tasman Drive, east of Great America Parkway, west of the Guadalupe River, and south of State Route 237 (“Applicant”) requested an Assessment. The development proposes to construct a new multi-phased, mixed-use development, with two development scenarios:

Land Use	Scheme A	Scheme B
Residential	1,360,000 gsf	200,000 gsf
Commercial (Retail)	1,312,000 gsf	1,512,000 gsf
Office	5,724,400 gsf	6,684,400 gsf
Hotel	578,000 gsf	578,000 gsf
Entertainment	190,000 gsf	190,000 gsf
<i>Total</i>	<i>9,164,400 gsf</i>	<i>9,164,400 gsf</i>
Residential Units	1,360 units	200 units
Hotel Rooms	700 rooms	700 rooms

For purposes of this Assessment both schemes A and scheme B were analyzed, ultimately the most conservative water demand projections were used to complete the Assessment. This Assessment is required to be brought to Council for the Council’s approval, denial, or other direction. A water utility has ninety days to respond to a water supply assessment request.

The Assessment requires an analysis of the utility’s current and future water supplies as well as the current and projected water demands in the utility’s service area. The Assessment must include a determination as to whether additional water supplies are necessary or if sufficient water supplies exist for the proposed development project. The law also requires that the water utility’s governing body approve water supply assessments. The City Council is the governing body for the City’s Water Utility.

City Manager for Council Action

Subject: Adoption of a Resolution Approve Water Supply Assessment for City Place

June 23, 2015

Page 2

City staff has prepared an Assessment for the proposed City Place development. The Assessment provides a detailed analysis of the amount of water necessary to meet the needs of the proposed development and the City's ability to supply that amount of water.

The assessment found that the City's water utility has sufficient water supplies to meet the projected water demand of this development during normal, single dry year, and multiple dry year scenarios.

A copy of the Water Supply Assessment 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:

Council's approval of the Assessment is necessary for the development to be approved. However, Council's approval, denial, conditional approval or any act on the Assessment does not guarantee that the project will be approved, and does not obligate the City to approve, deny, conditionally approve, take any action on, or make any decision on the associated project application.

ECONOMIC/FISCAL IMPACT:

The acceptance or rejection of this water supply assessment does not have a fiscal impact on the City. However, the approval of this water supply assessment is a required part of the development process. The development will have an economic/fiscal impact on the City. That impact is not analyzed as part of this report.

RECOMMENDATION:

That the Council adopt a resolution approving the Water Supply Assessment for the City Place mixed-use development generally located north of Tasman Drive, east of Great America Parkway, west of the Guadalupe River, and south of State Route 237.



Christopher L. de Groot
Director of Water and Sewer Utilities

APPROVED:


by Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) ***Resolution***
- 2) ***City Place Development Application Water Supply Assessment***

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA APPROVING A WATER SUPPLY
ASSESSMENT FOR A PROPOSED MIXED USE
DEVELOPMENT GENERALLY LOCATED NORTH OF
TASMAN DRIVE, EAST OF GREAT AMERICA PARKWAY,
WEST OF THE GUADALUPE RIVER, AND SOUTH OF
STATE ROUTE 237**

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

WHEREAS, the City of Santa Clara (“City”) approved and adopted an Urban Water Management Plan in 2011;

WHEREAS, California Water Code Section 10910 and Section 15155(b) of the Guidelines to the California Environmental Quality Act (“CEQA”) require a water utility to prepare a Water Supply Assessment for development applications for “water-demand projects”;

WHEREAS, Section 15155(b) of the CEQA Guidelines and Section 10910(g) of the California Water Code require the governing body of a public water system that will serve a “water demand project” to determine whether to approve a water supply assessment at a regular or special meeting;

WHEREAS, the City is a public water supplier within the City limits and the City Council of the City of Santa Clara is the governing body of the City’s public water system;

WHEREAS, the City of Santa Clara requires that landscaping for projects be drought tolerant and recycled water be used for irrigation, cooling towers and other permitted uses when properties are proximate to recycled water resources to reduce the cumulative use of potable water;

WHEREAS, on May 27, 2015, the proponent of a development project (“Applicant”) requested a Water Supply Assessment for a mixed use development generally located north of Tasman Drive, east of Great America Parkway, west of the Guadalupe River, and south of State Route 237 (“Project”);

WHEREAS, , under Section 15155(a)(1)(G) of the CEQA Guidelines and Section 10912(a)(7) of the Water Code, a project that includes more than 250,000 square feet of office space requires a Water Supply Assessment. Accordingly, the Applicant requested an Assessment for the Project on May 27, 2015; and,

WHEREAS, City Staff prepared a Water Supply Assessment for the Project on May 27, 2015 (“Project WSA”), a true and correct copy which is attached hereto as Exhibit A.

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

1. Exhibit A. Exhibit A, the Water Supply Assessment for the proposed development generally located north of Tasman Drive, east of Great America Parkway, west of the Guadalupe River, and south of State Route 237, is attached hereto and incorporated as if fully set forth herein.
2. Approval of Project WSA. The Council has reviewed the Project WSA at a regular public meeting conducted on June 23, 2015. Based upon the data and conclusions set forth therein, and the evidence and testimony presented at the public meeting, the Council hereby finds that there is adequate water to supply the Project without creating a negative impact on the groundwater basin and that the City has an adequate supply to provide water for the project during single or multiple dry years for at least a 20-year projection, and, the Council hereby approves the Project WSA.
3. No Obligation to Act on the Project Application. The Council’s approval of the Project WSA is limited to approving the Project WSA; approving the Project WSA does not approve the application for the Project. Nothing in this resolution or the Council’s approval of the Project WSA shall be construed as requiring the City or its Council to consider, act on, approve, conditionally approve, deny, or take any other action on the application to develop the Project.

4. Direction to Staff. Staff is hereby directed to include the Project WSA, the 2010 City of Santa Clara Urban Water Management Plan, and any other applicable Urban Water Management Plan related documents in the appendix of the Environmental Impact Report for the Project.

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

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, 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 A, City Place Water Supply Assessment

I:\Water\MEMOS\AGENDA\2015\City Place WSA\Resolution - City Place WSA.doc

Resolution/ City Place WSA
Rev: 02-06-14; Typed: 6-1-15

CITY OF SANTA CLARA
WATER AND SEWER UTILITIES

CITY PLACE

DEVELOPMENT
APPLICATION

WATER SUPPLY ASSESSMENT FOR
COMPLIANCE WITH CALIFORNIA WATER
CODE SECTION 10910

**Approved by City Council
Resolution # TBD**

1500 WARBURTON AVE
SANTA CLARA, CA 95050

CITY PLACE

DEVELOPMENT APPLICATION

WATER SUPPLY ASSESSMENT FOR COMPLIANCE WITH CALIFORNIA WATER
CODE SECTION 10910

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CITY PLACE

WATER SUPPLY ASSESSMENT FOR COMPLIANCE WITH CALIFORNIA WATER CODE SECTION 10910

INTRODUCTION

The City Place project (“City Place” or the “Project”) is located on approximately 240 acres generally located north of Tasman Drive, east of Great America Parkway and San Tomas Aquino Creek, west of the Guadalupe River, and south of Great America Way and State Route 237 in the City of Santa Clara (“City”). Most of the site was formerly utilized as a Landfill, which ceased accepting waste in 1993 and received final closure certification in September 1994. Other portions of the Project site include the Eastside Retention Basin to the north of the Landfill and vacant parcels between Tasman Drive to the south and Stars and Stripes Drive to the north. The Project site is currently occupied by the Santa Clara Golf & Tennis Club, Fire Station 10, a Bicycle-Motocross track, the Ameresco Methane Plant, Eastside Retention Basin, a City vehicle washing station, and vacant lots used for parking. The APN’s for this Project include: 104-03-038, 104-03-039, 104-03-036, 104-03-037, 104-01-102, 097-01-039, 097-01-073. The Project would involve the demolition of the existing buildings and on-site features at the Project site and the construction of a new multi-phased, mixed-use development. The project land uses will be a combination of office space, retail space, hotel development, landscape, and residential units defined as two development scenarios, Scheme A or Scheme B. Scheme A includes 5,724,400 gross square feet (gsf) of office space, 1,502,000 gsf of retail space, 578,000 gsf of hotel development, 4,521,500 gsf of new landscape, and 1,360 multifamily residential units. Scheme B includes 6,684,400 gsf of office space, 1,702,000 gsf of retail space, 578,000 gsf of hotel development, 4,521,500 gsf of new landscape and 200 multifamily residential units. For this Project both Scheme A and Scheme B have been included in this Assessment as two distinct and independent development scenarios.

On May 27,, 2015 the Applicant submitted a request for a Water Supply Assessment (“WSA” or “Assessment”) in accordance with the California Water Code and the California Environmental Quality Act in conjunction with the review of the proposed Project.

The City of Santa Clara’s City Council approved and adopted an Urban Water Management Plan in 2011 (“UWMP” or “2010 UWMP”). The 2010 UWMP did not specifically include or address this project since it was proposed and evaluated after the adoption of the 2010 UWMP. However, the UWMP included projected increases in water demand due to densification and intensification of both residential and non-residential land uses. The projected increase in water demand for this Project, of 1,599.3 acre ft/yr for Scheme A and 1609.7 for Scheme B, are within the growth projections of the 2010 UWMP.

This Assessment relies on the data contained in and used to develop the UWMP. Unless noted, all figures in this Assessment are in acre-feet and are for total water demand or supply, i.e. both potable and recycled water.

The findings of this Assessment will be submitted to the City Council for approval and included in the environmental review process. The City’s approval, denial, conditional approval or any act on this Assessment does not guarantee that the Project will be approved and does not obligate the City to approve, deny, conditionally approve, take any action, or make any decision on the Project application.

WATER SUPPLY

The City of Santa Clara has four sources of water. These sources include two treated water sources, groundwater, and recycled water. Contracts for the two treated water sources, the Santa Clara Valley Water District (“SCVWD” or “District”) and the San Francisco Public Utilities Commission (“SFPUC”), are contained in Appendices A and B respectively. The City purchases recycled water from South Bay Water Recycling (“SBWR”). The contract for recycled water is contained in Appendix C. The City also owns and operates 27 groundwater wells located within the City’s boundaries.

Recycled water use within the City is limited by the availability of acceptable uses and proximity to the recycled water distribution system. The use of treated surface water from SCVWD and SFPUC is limited by the respective contracts.

The City has projected meeting anticipated future water demands using the City’s four existing water supplies and water conservation. The City’s analysis of future water demand and available supply, which will be discussed later in this Assessment, indicates that additional water supplies are not necessary to meet current projected demands. Tables 1a and 1b below show the anticipated volume of water that will be used from each source to meet the expected demands projected in the UWMP. The calculation of the future water demands for this Project will be discussed in detail later in this Assessment.

Table 1a – With SFPUC
Water Supply Projections by Water Source (acre-ft/yr)^{1,2,3}

Source	2010	2015	2020	2025	2030	2035
Groundwater	13,980	23,048	23,048	23,048	23,048	23,048
SFPUC	2,454	5,040	5,040	5,040	5,040	5,040
SCVWD	4,372	4,570	5,236	5,236	5,236	5,236
Recycled Water	2,409	4,000	4,300	4,500	4,500	4,500
Conservation	0	694	795	874	930	930
Total	23,215	37,352	38,419	38,698	38,754	38,754

The current contract with SFPUC indicates that if certain conditions are met, the City may be required to reduce or eliminate its take from SFPUC. Table 1b incorporates all of the assumptions listed above and the additional assumption that the SFPUC supply will be unavailable for 2018 and beyond. In a worst case scenario, the City of Santa Clara could lose its anticipated 4.5 MGD (5,040 acre-ft/yr) supply from SFPUC, reducing the total water supply projections by 5,040 acre-ft/yr from 2018 through 2035.

¹ Water Supply Agreement between The City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County, July 2009.

² Page 89 of Master agreement provides “The allocation of that total amount (9 MGD) between San Jose and Santa Clara shall be as set forth in their individual Water Sales Contracts” Santa Clara’s portion of the 9 mgd is half.

Table 1b – Without SFPUC
Water Supply Projections by Water Source (acre-ft/yr)³

Source	2010	2015	2020	2025	2030	2035
Groundwater	13,980	23,048	23,048	23,048	23,048	23,048
SFPUC	2,454	5,040	0	0	0	0
SCVWD	4,372	4,570	5,236	5,236	5,236	5,236
Recycled Water	2,409	4,000	4,300	4,500	4,500	4,500
Conservation	0	694	795	874	930	930
Total	23,215	37,352	33,379	33,658	33,714	33,714

If the City was required to eliminate the usage of water from SFPUC, the City would consider maintaining its existing 2010 UWMP total water supply projections by increasing groundwater utilization, increasing imported SCVWD surface water supply, or a combination of the two supplies.⁴

The City of Santa Clara’s 2002 Water Master Plan examined possible mitigation measures to be taken in the event that the supply from SFPUC was lost either temporarily or long term. These mitigations included the increased use of groundwater and treated water from the District. As a result of the analysis in the 2002 Master Plan two new wells (wells 32 and 34) were installed in the area north of Highway 101 in a previously untapped area of the basin. In the last 10 years, from 2004-2013, the City of Santa Clara has pumped between 13,930 acre-ft and 15,943 acre-ft of groundwater annually. These volumes are lower than the amount that has historically been pumped. The historic high for groundwater utilization occurred in FY1986/87 when 23,048 acre-ft was extracted. The historic high for groundwater production also occurred prior to the installation of wells 32 and 34, in a previously untapped portion of the City. Each of these wells has a production rating of 1,000 gpm or 1,613 acre-ft/year. Therefore, the use of 23,048 acre-ft/yr as a supply for groundwater is conservative based on the availability of the two new wells.

Increased use of recycled water could also be used to mitigate a portion of the loss of other supplies. From 2011 - 2012, the City expanded its recycled water distribution system by 30 percent and increased the system from 26 miles to 34 miles. In 2014, recycled water accounted for 16% of total water sales.

³ City of Santa Clara Urban Water Management Plan, page 24 (amended to show an increase in SCVWD treated water starting 2017).

⁴ City of Santa Clara 2002 Water Master Plan.

PROJECTED POTABLE WATER SUPPLY

The Santa Clara potable water system is separated into four interconnected zones in order to provide optimum pressures throughout the City. The four pressure zones and the location of the Project are shown in Figure 1.

Figure 1

Pressure Zones

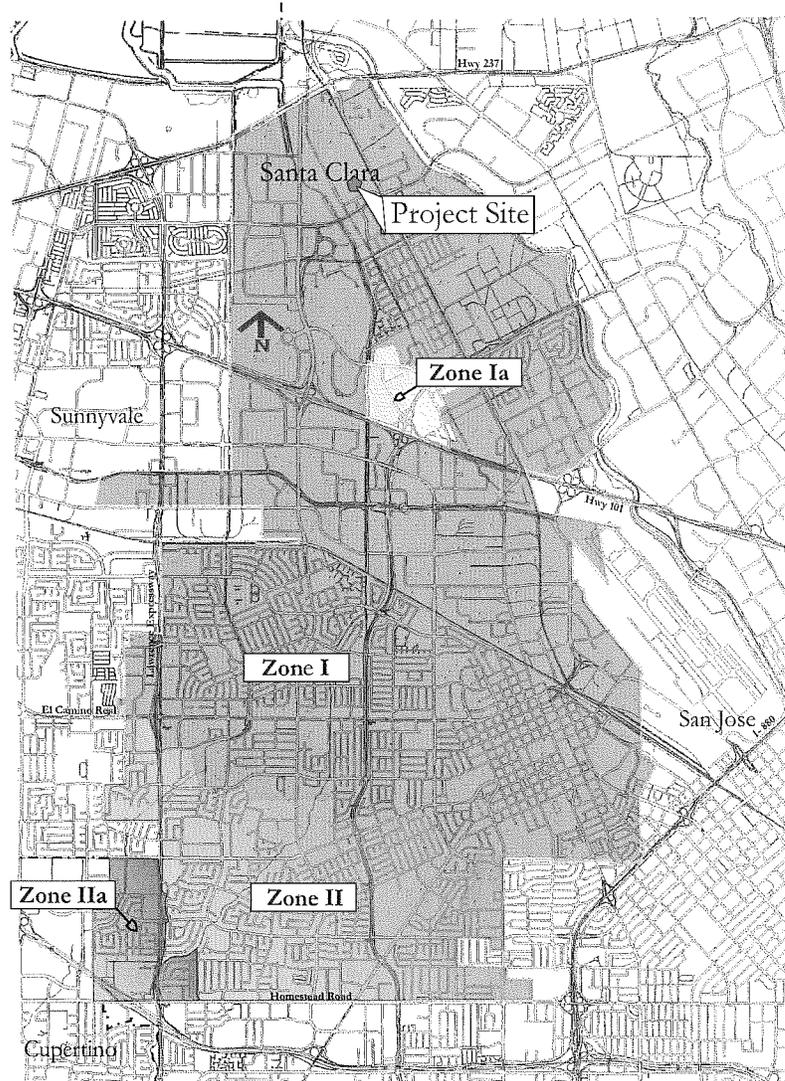
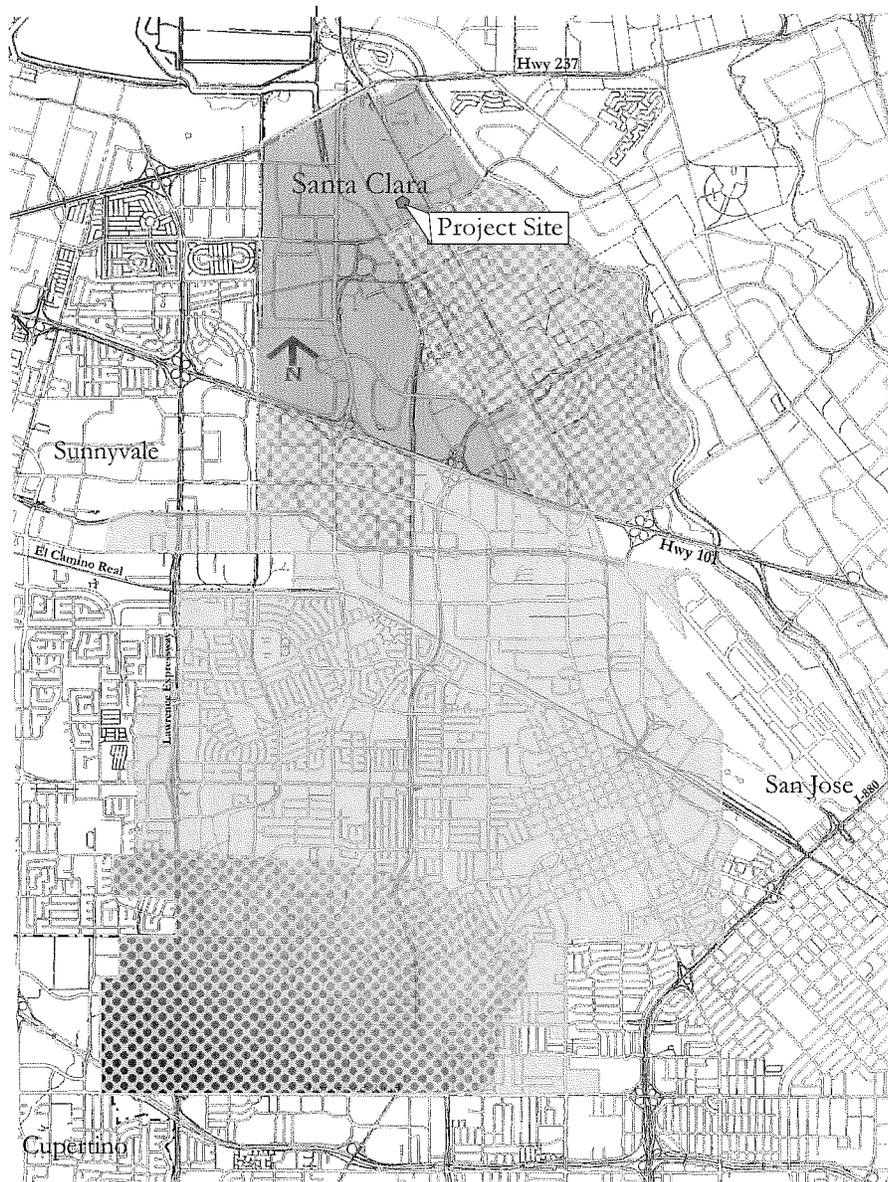


Figure 2 shows the water source by area. As shown in Figure 2, water purchased from SFPUC is used to supply water north of Highway 101. Treated surface water purchased from the SCVWD is used in conjunction with groundwater to supply water to the southern portion of the City. The Project is in an area of Zone I that is mainly served by a blend of SFPUC Hetch Hetchy water and the City's well water supply.

Figure 2

Source of Water by Area



-  SFPUC Hetch-Hetchy
-  Blend of SFPUC Hetch Hetchy and Well Water
-  City of Santa Clara Well Water
-  A blend of Well Water and SCVWD treated surface water

GROUNDWATER

PROJECTED GROUNDWATER SUPPLY

The City of Santa Clara is supplied by groundwater from the Santa Clara Valley Groundwater Basin. The Santa Clara Valley Groundwater Basin extends from the Coyote Narrows at Metcalf Road in San Jose to Santa Clara County's northern boundary. The basin is bounded on the west and east by the Santa Cruz and Diablo Ranges, respectively. The mountain ranges converge at Coyote Narrows to form a sub basin. The sub basin is 22 miles long and 15 miles wide, at its widest point, and has a 225 mile surface area. District staff estimates that the operational storage capacity of the sub basin is 350,000 acre feet with an estimated maximum annual withdrawal of 200,000 acre feet.⁵

The Santa Clara Valley Groundwater Basin is not adjudicated. The allowable withdrawal or safe yield of groundwater by the City of Santa Clara is dependent on a number of factors, including: withdrawals by other water agencies; the quantity of water recharged to the basin; and the carryover storage (water available for use but not used in prior years) from each previous year. The SCVWD estimates the amount of carryover storage in April of each year and reviews and modifies the basin's groundwater management strategy to avoid subsidence while allowing for groundwater use as needed to meet demand.⁶ The most recent evaluation by the California Department of Water Resources indicates that the Santa Clara Valley Groundwater Basin and the Santa Clara Sub-basin are not in overdraft.^{7,8}

The City currently operates 27 wells for extracting potable groundwater from the basin. The City's wells are strategically distributed around the City. The exact location of the wells is not included in this document for security reasons. This distribution of wells adds to the reliability of the water system and minimizes the possibility of localized subsidence due to localized over-drafting. The 2010 UWMP contained a detailed analysis of the historic pumping rates and the depth to water at each well. Minor seasonal fluctuations in the depth to water were noted in the analysis but there is no evidence of declining water table or over-drafting.

The City has well capacity that is not currently being used.⁹ The water utility analyzes the capacity of the wells by dividing the actual groundwater production by the theoretical groundwater production if all wells were run at their rated capacity. This calculation yields a "utilization factor" which approximates the percentage of time the wells are run or the percentage of the total groundwater production capacity that is utilized. The utilization factor for the City's wells is currently 22% with several wells being used at less than 10% of their rated capacity. The District has not determined a resource limit to the City's use of groundwater; rather it has represented its ability to obtain sufficient quantities of water supply for the overall water requirements as stated in the City's 2010 UWMP. The amount of groundwater pumped over the period from 1985 to 2014 is shown in Figure 3 below.

⁵ City of Santa Clara 2010 Urban Water Management Plan, page 28

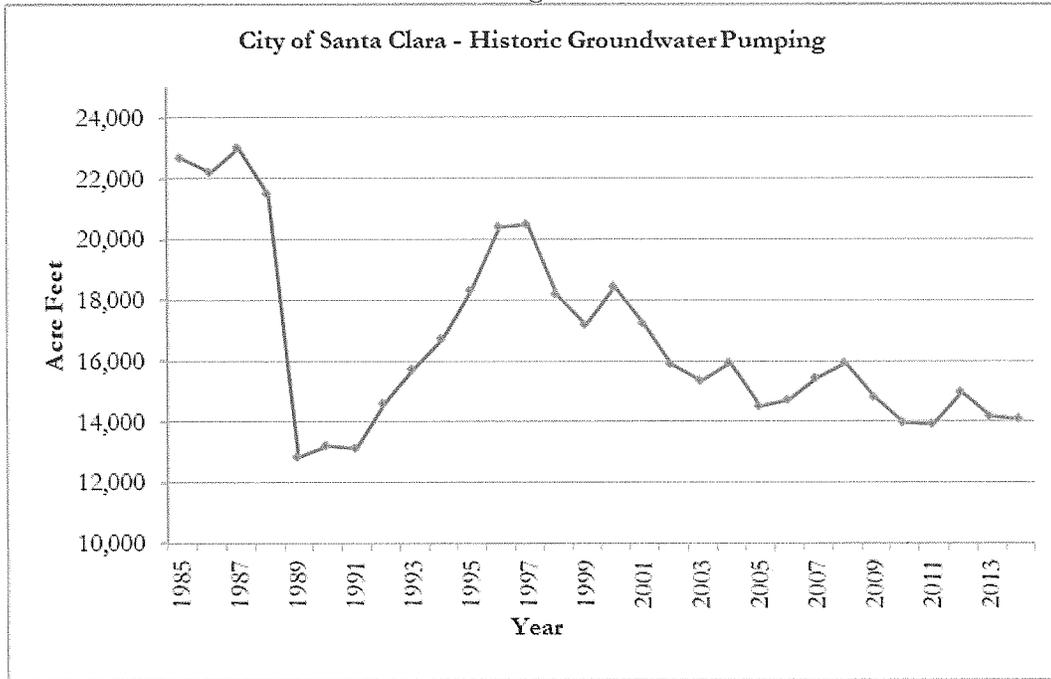
⁶ Santa Clara Valley Water District, 2010 Urban Water Management Plan

⁷ Department of Water Resources, California's Groundwater Update 2003, DWR Bulletin 118 www.groundwater.water.ca.gov/bulletin118/update2003.

⁸ 3515 Monroe Street WSA approved by City Council Resolution #13-8090 on December 3, 2013, Appendix E

⁹ City of Santa Clara 2010 Urban Water Management Plan, Appendix G

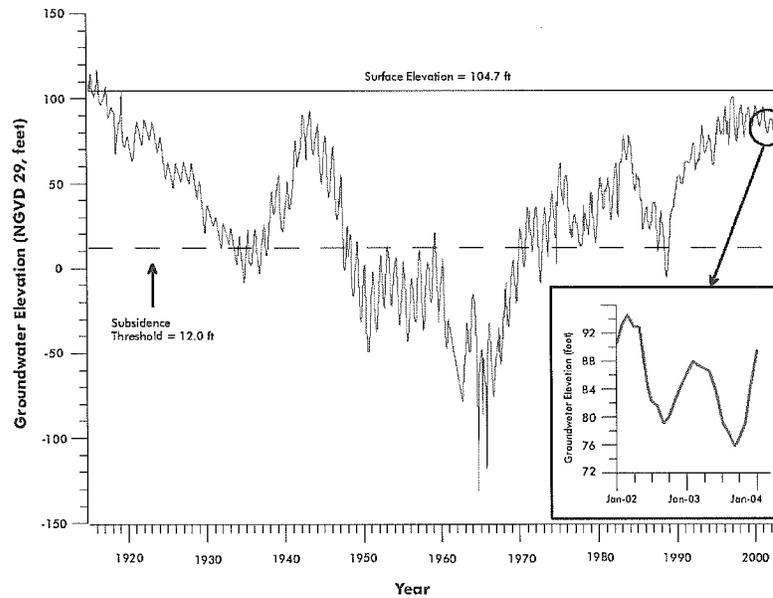
Figure 3



The most recent information from DWR indicates that neither the Santa Clara Valley Basin, nor the Santa Clara Sub Basin, is currently listed as overdrafted.¹⁰ As shown in Figure 4 below, even when the City was at the historic peak for groundwater production FY1986/87, the basin was not approaching overdraft.

Figure 4

Hydrograph for Santa Clara Valley Sub Basin Index Well (07S01E07R013)¹¹



¹⁰ Department of Water Resources, California's Groundwater Update 2003, DWR Bulletin 118 www.groundwater.water.ca.gov/bulletin118/update2003/

¹¹ Santa Clara Valley Water District, Groundwater Conditions 2002/2003, January 2005

The 2010 UWMP projects that the City's groundwater use will increase from approximately 13,980 acre-feet per year in 2010 to 23,048 acre-feet per year in 2015 and remain at that level in subsequent years (see Table 1a/b). This conservative projection is unlikely to come to fruition as 2014 groundwater use totaled 14,096 acre-feet, 8,952 acre-feet below projected 2015 ground water use. At the time that the 2010 UWMP was being prepared, groundwater use projections for the Santa Clara Valley Groundwater Basin had not been finalized for water planning purposes by other water providers in the region. This led the City to use each water provider's 2005 groundwater use projections. In 2005, agencies only projected groundwater use through 2030. At that point, in the absence of retailer projections for 2035, a rough projection was made using the average five-year incremental increase in cumulative groundwater demand. As a result, the 2010 UWMP cumulative groundwater demand for all groundwater producers in the basin, using conservative future extraction assumptions, indicate that by 2035, groundwater use could be approximately 166,000 acre-feet per year compared with an estimated withdrawal capacity of approximately 200,000 acre-feet per year.¹²

Groundwater use projections were subsequently finalized in the 2010 UWMPs adopted by other basin users. Table 2 compares the 2010 UWMP estimates with the projected groundwater use identified by each water service provider for 2035.

Table 2
**Projected Santa Clara Valley Groundwater Basin Use
 2035 (acre-feet per year)**

Retailer	City(s) Served by Retailer	Projected Ground Water Use in Santa Clara 2010 UWMP (Table 34)	Projected Ground Water Use in other jurisdictions' 2010 UWMPs
		2035	2035
City of Santa Clara	City of Santa Clara	23,048	23,048
San Jose Water Company	Campbell, Cupertino, San Jose, Saratoga, Los Gatos, Monte Sereno	78,522	61,940
San Jose Municipal Water System	San Jose	25,085	15,888
Great Oaks Water Company	San Jose	32,314	9,302
California Water Service Company (Los Altos District)	Cupertino, Los Altos, Los Altos Hills, Mountain View, Sunnyvale	4,447	3,492
City of Mountain View	Mountain View	45	285
City of Sunnyvale	Sunnyvale	2,940	1,000
TOTAL		166,400	114,955

Sources:

- San Jose Water Company 2010 UWMP, page 19 Table 16;
- San Jose Municipal Water System 2010 UWMP, page 4-7, Table 4-4;
- Great Oaks Water Company 2010 UWMP, page 19 Table 19A;
- California Water Service Company (Los Altos Suburban District) 2010 UWMP, page 43, Table 4.1-1;
- City of Mountain View 2010 UWMP page 5-22, Table 5-6;
- City of Sunnyvale 2010 UWMP, page 4-5, Table 4-4.

Table 2 shows that the actual groundwater use projections are substantially lower than estimated for the water service providers considered in the 2010 UWMP. By 2035, the 2010 UWMP estimates indicate that Santa Clara Valley Groundwater Basin extractions, including the City's use of 23,048 acre-feet per

¹² 2010 UWMP, page 54, Table 34.

year, will be approximately 114,955 acre-feet per year, or more than 50,000 acre-feet per year lower than estimated in the 2010 UWMP. The projected cumulative 2035 demand level would also be substantially below the basin's estimated 200,000 acre-feet per year safe yield. Although the current projected water supplies already cover the projected growth in the 2010 UWMP, the remaining available safe yield groundwater supplies coupled with the City's lower than projected current groundwater demands provide room for growth above and beyond 2035 projections. The groundwater demand projections finalized after the City adopted the 2010 UWMP provide further evidence that the City's projected groundwater use would not individually or cumulatively generate adverse effects to local or regional groundwater supplies and aquifer conditions over time.¹³

PROJECTED RECYCLED WATER SUPPLY

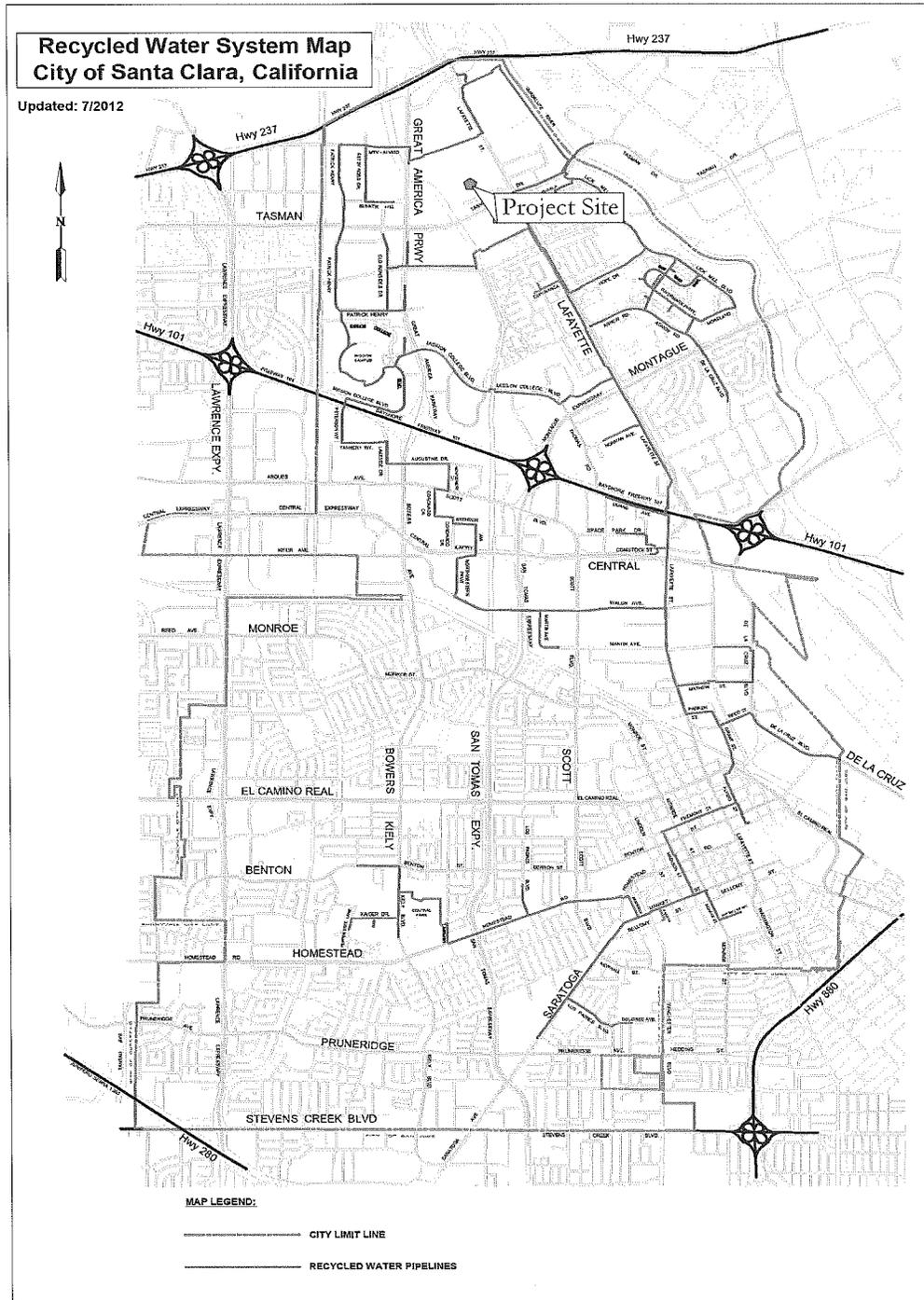
Recycled water is currently available at the project site to provide landscape irrigation to the 4,521,500 gsf of proposed on-site landscaping. This would result in a 390 acre ft/year reduction in potable water demands for the Project. Further, dual plumbing is being considered in commercial applications throughout the project, which could achieve potable water savings by using recycled water for toilet and urinal flushing. Savings from dual plumbed buildings could be substantial, but is difficult to estimate at the projects current state of development. Although recycled water service is available to serve the project site and would result in significant potable water savings, all water demands will be calculated as potable water demand for this assessment.

The recycled water available in the City is provided by South Bay Water Recycling (SBWR) and meets current regulations of the California State Water Resources Control Board, Division of Drinking Water (DDW) for unrestricted use. This designation allows for the use of recycled water for irrigation and industrial use within specific guidelines. As noted in the 2010 UWMP there is ample capacity within the recycled water system. The San Jose/Santa Clara Water Pollution Control Plant currently produces in excess of 100 million gallons per day of water that meets recycled water standards, however system-wide recycled water sales are approximately 14 million gallons per day. The recycled water distribution system is shown in Figure 5 below.

The recycled water system has operated since 1989 with minimal interruptions in service. SBWR strives to reduce the number of instances, duration, and magnitude of any service interruptions. The use of recycled water at any site is contingent upon the completion of the necessary arrangements in accordance with SBWR, City of Santa Clara and DDW rules and regulations regarding the use of recycled water. In addition, payment must be made of applicable fees, rates and charges. These fees/rates and charges may include but are not limited to charges for major facilities described above and delivery charges for the recycled water used.

¹³3515 Monroe Street WSA approved by City Council Resolution #13-8090 on December 3, 2013, Appendix E

Figure 5



WATER DEMANDS

The 2010 UWMP projected increases in water demand using an “End Use” model. Two main steps are involved in developing an End Use model: (1) establishing base year water demand at the end-use level (such as toilets, showers) and calibrating the model to initial conditions and (2) forecasting future water demand based on future demands of existing water service accounts and future growth in the number of water service accounts. The calculations assumed that the density of residential housing would increase over the study period and that redevelopment and changes would result in water demand increases in other sectors.

After establishing the base year, the water demand at the end-use is calculated by breaking down total historical water use for each type of water service account (single family, multifamily, commercial, irrigation, etc.) to specific end uses (such as toilets, faucets, showers, industrial processes and irrigation).¹⁴

The basic methodology of the model is to break down water usage into an average consumption per account type. Projections are made regarding potential reductions in average consumption based on water conservation programs, and natural replacement of less water efficient processes with more efficient processes. These projections were used to adjust the future average consumption per account figures. Projections of the future number of accounts for each user type of the future number of accounts are also calculated, typically based on other technical studies such as Association of Bay Area Governments (“ABAG”) Projections or Census data. The projected number of accounts is based on the projected number of housing units for residential or the projected number of jobs in the case of the industrial and commercial categories. Job projections were taken from the ABAG publication, Silicon Valley Projections. Once both the number of accounts and the average consumption per account are calculated, the number of accounts for each future year was multiplied by the average consumption per account for that year to arrive at a total water demand for each user type. The 2010 UWMP projected increases for each user category in five-year increments. The projected increases for each category are contained in Table 3 below.

Table 3
Projected changes in water demand from the 2010 UWMP (acre-feet)

Year	SFD	MFD	Commercial	Industrial	Institutional	Municipal	System Loss	Total
2010-2014	3,097	1,242	(638)	2,218	282	251	1	6,453
2015-2019	481	151	359	369	48	36	50	1,494
2020-2024	360	96	395	390	37	29	45	1,352
2025-2029	381	122	434	415	37	28	49	1,466
2030-2035	481	218	91	452	41	31	48	1,332

The City has recognized that the end use model used to derive the demand projections in both the 2010 UWMP and the 2005 UWMP generates conservative estimates of future water demand. The 2005 UWMP, for example, overestimated the City’s actual water use in 2010—the first five-year projection analyzed in the plan—by more than 7,770 acre-feet. The 2005 UWMP also projected that City water use in 2005 would increase by approximately 2,200 acre-feet in 2010. In 2010 the City’s actual water use declined by approximately 3,200 acre-feet from 2005.¹⁵

¹⁴ For purposes of this Assessment, office space is a subset of a commercial end-use.

¹⁵ 3515-3585 Monroe Street WSA approved by City Council Resolution # 11-7836 on March 15, 2011, pages 15-16, Tables 7 and 8.

The 2010 UWMP projections assume that compared to 2010, City water demand will grow by more than 8,000 acre-feet in 2015, a relatively large 35% increase. As shown in Table 4, however, the City's actual water demand since 2010 has not reflected the growth in water consumption assumed in the 2010 UWMP. If future water deliveries follow the same growth rate as in the actual water deliveries for 2010-2012, then by 2015 overall water deliveries will be significantly less than the levels projected in the 2010 UWMP.

Table 4
**Actual City Water Deliveries and System Losses
 Compared with Projected Water Deliveries, (acre-feet per year)**

	2010 (actual)	2011	2012	2013	2014
Actual Water Deliveries	20,806	20,687	21,193	21,600	19,800
Projected Water Deliveries, 2010 UWMP	20,806	22,097	23,387	24,677	25,968
Difference	-	(1,410)	(2,194)	(3,077)	(6,168)

Source: 3700 El Camino Real WSA approved by City Council Resolution # 13-8031 on April 23, 2013, Table 7.

Note: Includes water deliveries and system losses reported by the City and excludes recycled water use.

As discussed above, the 2005 UWMP projections overestimated the City's 2010 water use by more than 7,770 acre-feet per year (actual 2010 use of 23,213 acre-feet per year versus projected use of 30,986 acre-feet per year). As shown in Table 5 and Figure 6, however, the end use model used to prepare the 2010 UWMP estimates that City demand will rapidly increase after 2010 and eventually approach the levels projected for 2030 in the 2005 UWMP.

Table 5
**Projected Water Demand, 2010-2030
 2005 UWMP and 2010 UWMP**

	2010	2015	2020	2025	2030
2005 UWMP	30,986	32,559	34,004	35,254	36,337
2010 UWMP	23,213	31,259	33,053	34,605	36,071
Change	(7,773)	(1,300)	(951)	(649)	(266)

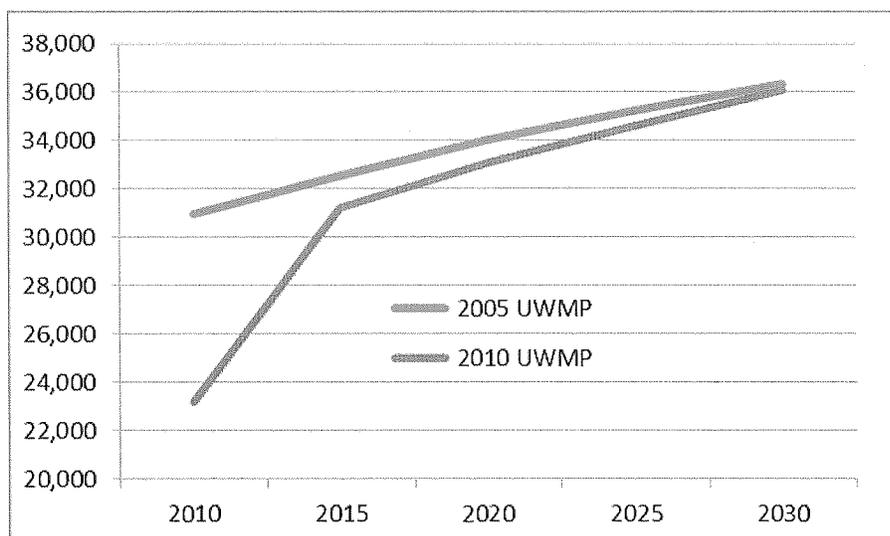
Sources: see Table 1; 3515-3585 Monroe Street WSA approved by City Council Resolution # 11-7836 on March 15, 2011, page 15, Table 7.

Table 5 and Figure 6 show that following a large assumed demand increase of more than 8,000 acre-feet per year by 2015, the end use model produces demand estimates in the 2010 UWMP that approximate the demand levels and trends projected the 2005 UWMP. By 2030, the last projection year in the 2005 UWMP, the difference between the projected demand levels in each plan is only 266 acre-feet per year.¹⁶

Figure 6

¹⁶ 3515 Monroe Street WSA approved by City Council Resolution #13-8090 on December 3, 2013, Appendix E

**Projected Water Demand Trendlines
2005 UWMP and 2010 UWMP (acre-feet per year)**



Sources: see Table 5.

The 2010 UWMP assumption that the City’s demand will eventually approximate the 2005 UWMP projection levels appears to be conservative because the 2005 projections are known to have significantly overstated actual City demand in 2010. As shown in Table 4, actual water demand after the 2010 UWMP was adopted has also been significantly below the rate of growth projected for the 2010-2015 period. Reflecting these results, WSAs prepared and approved by the City since the 2010 UWMP was adopted have concluded that “overall system demand is significantly lower than . . . projected by the 2010 UWMP” and that “overall, the [City’s] water demands are less than projected by the End Use model.”¹⁷ Empirical data since 2005 provides substantial evidence that the end use model used to prepare the 2010 UWMP generates conservative projections that are significantly higher than actual City water use over time.¹⁸

¹⁷See, e.g., (a) the 3700 El Camino Real WSA approved by City Council Resolution # 13-8031 on April 23, 2013, Page 14; (b) the 3000 Bowers Avenue WSA approved by City Council Resolution # 12-7963 on August 28, 2012, page 13; and (c) the 2200 Lawson Lane WSA approved by City Council Resolution #12-7964 on August 28, 2012, page 13.

¹⁸ 3515 Monroe Street WSA approved by City Council Resolution #13-8090 on December 3, 2013, Appendix E

PROJECTED WATER DEMAND FOR THE PROPOSED PROJECT

THE TOTAL WATER DEMAND FOR SCHEME A OF THIS PROJECT IS CALCULATED TO BE 1,910.6 ACRE FT/YR. THIS REPRESENTS AN INCREASE IN WATER DEMAND OF 1,599.3 ACRE FT/YR OVER THE HISTORIC WATER DEMAND AT THE SITE WHEN THE HISTORIC USE OF 311.3 ACRE FT/YR IS SUBTRACTED FROM THE PROJECT'S WATER DEMAND. THE PROJECTED INCREASE OF 1,599.3 ACRE FT/YR IS WITHIN THE GROWTH PROJECTIONS IN THE 2010 UWMP. THE TOTAL WATER DEMAND FOR SCHEME B THIS PROJECT IS CALCULATED TO BE 1,921.0 ACRE FT/YR. THIS REPRESENTS AN INCREASE IN WATER DEMAND OF 1,609.7 ACRE FT/YR OVER THE HISTORIC WATER DEMAND AT THE SITE WHEN THE HISTORIC USE OF 311.3 ACRE FT/YR IS SUBTRACTED FROM THE PROJECT'S WATER DEMAND. THE PROJECTED INCREASE OF 1,609.7 ACRE FT/YR IS WITHIN THE GROWTH PROJECTIONS IN THE 2010 UWMP. THE CALCULATIONS FOR SCHEME A AND B OF THE PROJECT'S WATER DEMAND WAS DETERMINED USING PROJECT SQUARE FOOTAGE FOUND IN APPENDIX D. ESTIMATED HISTORIC WATER USAGE FOR THE CITY PLACE PROJECT

The historic water usage of 311.3 acre ft/yr for the former land use at the original Project site was taken into account in the 2010 UWMP, therefore this assessment will only address the City's ability to meet the increased water demand noted earlier. Based on the calculated water demand for the proposed Project minus the historic usage at the site, the net increase in the water demand for Scheme A and Scheme B of this Project are calculated to be 1,599.3 and 1609.7 acre ft/yr, respectively, which is within the growth projections in the 2010 UWMP.

ESTIMATED WATER DEMAND FOR PROPOSED DEVELOPMENT

Water demand for the proposed Project Scheme A was calculated based on the average daily demand for the 5,724,400 gross square feet (gsf) of office space, 1,502,000 gsf of retail space, 578,000 gsf of hotel development, 4,521,500 gsf of landscaping, and 1,360 multifamily residential units. Water demand for the proposed Project Scheme B was calculated based on the average daily demand for the 6,684,400 gsf of office space, 1,702,000 gsf of retail space, 578,000 gsf of hotel development, 4,521,500 nsf of landscaping and 200 multifamily residential units. The method and data used to arrive at the estimated water demand for the Project are found in Appendix D of this Assessment.

WATER DEMAND TO BE MET BY RECYCLED WATER

Recycled water is currently available at the project site to provide landscape irrigation to the 4,521,500 gsf of proposed on-site landscaping, for both Scheme A and B. This would result in a 390 acre ft/year reduction in potable water demands for the Project. Further, dual plumbing is being considered in commercial applications throughout the project, which could achieve potable water savings by using recycled water for toilet and urinal flushing. Savings from dual plumbed buildings could be substantial, but is difficult to estimate at the projects current state of development. Although recycled water service is available to serve the project site and would result in significant potable water savings, all water demands will be calculated as potable water demand for this assessment.

SUMMARY OF EXISTING AND ESTIMATED WATER DEMANDS

The complete analysis of the estimated water demands is contained in Appendix D of this Assessment. A summary of the existing and estimated water demands for the Project are found in Table 6a (Scheme A) and 6b (Scheme B) below.

Table 6a (Scheme A)
Existing and Estimated Water Demand Per Year for Project Site

	Status	Gal/yr	Acre-ft/yr
Office Space	Proposed	292,516,840	897.7
Retail Space	Proposed	41,665,480	127.9
Hotel Development	Proposed	101,265,600	310.8
Residential	Proposed	60,064,400	184.3
Landscape Irrigation	Proposed	127,076,760	390.0
Historical Usage for Project Site	Existing	101,449,390	311.3
Total Demand (increase per year)		521,139,690	1,599.3

Table 6b (Scheme B)
Existing and Estimated Water Demand Per Year for Project Site

	Status	Gal/yr	Acre-ft/yr
Office Space	Proposed	341,572,840	1,048.2
Retail Space	Proposed	47,213,480	144.9
Hotel Development	Proposed	101,265,600	310.8
Residential	Proposed	8,833,000	27.1
Landscape Irrigation	Proposed	127,076,760	390.0
Historical Usage for Project Site	Existing	101,449,390	311.3
Total Demand (increase per year)		625,961,680	1609.7

Due to the extended build out period of this project, this assessment analyses the estimated changes in water demand by project parcel. Table 6c (Scheme A) and 6d (Scheme B) provides estimated water demands as well as earliest estimated completion years for each parcel.

Table 6c(Scheme A)
Estimated Water Demand by Parcel

	Earliest Completion	Gal/yr	Acre-ft/yr
Parcel 5 (Phase1)	2019	75,934,126	233.0
Parcel 4 (Phases 2,3,4)	2020	252,713,700	775.6
Parcel 3 (Phase 5)	2025	62,867,819	192.9
Parcel 1 (Phase 6)	2027	84,703,360	259.9
Parcel 2 (Phase 7)	2029	73,185,037	224.6
Parcel 2 (Phase 8)	2031	73,185,037	224.6
Project Demand		622,589,078	1,910.6
Historical Usage for Project Site		101,449,390	311.3
Total Demand (increase per year)		521,139,690	1,599.3

Table 6d (Scheme B)
Estimated Water Demand by Parcel

	Earliest Completion	Gal/yr	Acre-ft/yr
Parcel 5 (Phase1)	2019	75,934,126	233.0
Parcel 4 (Phases 2,3,4)	2020	260,758,300	800.2
Parcel 3 (Phase 5)	2025	62,867,819	192.9
Parcel 1 (Phase 6)	2027	84,703,360	259.9
Parcel 2 (Phase 7)	2029	70,849,037	217.4
Parcel 2 (Phase 8)	2031	70,849,037	217.4
Project Demand		625,961,678	1,921.0
Historical Usage for Project Site		101,449,390	311.3
Total Demand (increase per year)		524,512,291	1,609.7

PROJECTED WATER DEMAND FOR OTHER PROPOSED PROJECTS

The projected water demand for other development projects that were not specifically considered in the development of the 2010 UWMP were analyzed in conjunction with this Assessment. The complete listing of projects and their associated water demands are contained in Appendix E. Tables 7 and 8 show a summary of the projected water demand changes by user category. If the timeframe for a project to be built spans several years, the earliest possible date was used to calculate the changes in Tables 7 and 8. The use categories of single-family dwelling (“SFD”), multi-family dwelling (“MFD”), commercial, industrial, institutional, and municipal match the use categories used in the development of the 2010 UWMP. The values in Tables 7 and 8 below summarize the projected changes in water demand for each user category and the planning period in which the change is expected to occur. If a proposed project resulted in a change of use, such as a commercial building being converted to single-family residential housing, the existing water demand was subtracted from the corresponding category and the new water demand was added to the category for the new use. Therefore, in the example cited earlier, the historic water demand for the commercial building would be subtracted from the commercial category and the new demand for the proposed single-family dwellings would be added to the SFD column.

Table 7
**Changes in water demand for proposed projects excluding City Place
(Acre-ft/yr)***

Year	SFD	MFD	Commercial	Industrial	Institutional	Municipal	Total
2010 - 2014	0.0	0.0	752.5*	0.0	0.0	0.0	752.5*
2015 - 2019	158.0	159.6	388.4	0.0	0.0	0.0	706.0
2020 - 2024	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2025 - 2029	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2030 - 2034	0.0	0.0	0.0	0.0	0.0	0.0	0.0

* Updated water demand to reflect the replacement of the original 3333 Scott Blvd. Water Supply Assessment’s water demand of 384.4 acre-ft/yr. (Resolution #12-7933). This updated water demand takes into account the historical usage of 9.5 acre-ft/year.

Table 8a and 8b below contains the calculated changes in water demand from all the proposed projects listed in Appendix E, including the projected water demand from the City Place project for both scheme A and B respectively. The analysis performed was identical to the analysis for Table 7 above. The total historical use for this project is incorporated into the 2015-2019 water demand because it is

during this initial phase that golf course operations and other predevelopment water demands throughout the project site will cease. This results in a 309.5 acre-ft/yr reduction in municipal water demands in the 2015-2019 timeframe. Also, although the increase in multiple-family and commercial demands exceeds the amounts in Table 3, the City is still within the water demand projections for all category uses in each five year period.

Table 8a (Scheme A)
**Changes in water demand for proposed projects including City Place
 (Acre-ft/yr)***

Year	SFD	MFD	Commercial	Industrial	Institutional	Municipal	Total
2010 - 2014	0.0	0.0	752.5*	0.0	0.0	0.0	752.5*
2015 - 2019	158.0	186.7	592.4	0.0	0.0	-309.5	627.6
2020 - 2024	0.0	157.2	618.3	0.0	0.0	0.0	775.6
2025 - 2029	0.0	0.0	677.5	0.0	0.0	0.0	677.5
2030 - 2034	0.0	0.0	224.6	0.0	0.0	0.0	224.6

* Updated water demand to reflect the replacement of the original 3333 Scott Blvd. Water Supply Assessment's water demand of 384.4 acre-ft/yr. (Resolution #12-7933). This updated water demand takes into account the historical usage of 9.5 acre-ft/year.

Table 8b (Scheme B)
**Changes in water demand for proposed projects including City Place
 (Acre-ft/yr)***

Year	SFD	MFD	Commercial	Industrial	Institutional	Municipal	Total
2010 - 2014	0.0	0.0	752.5*	0.0	0.0	0.0	752.5*
2015 - 2019	158.0	186.7	592.4	0.0	0.0	-309.5	627.6
2020 - 2024	0.0	0.0	800.2	0.0	0.0	0.0	800.2
2025 - 2029	0.0	0.0	670.3	0.0	0.0	0.0	670.3
2030 - 2034	0.0	0.0	217.4	0.0	0.0	0.0	217.4

* Updated water demand to reflect the replacement of the original 3333 Scott Blvd. Water Supply Assessment's water demand of 384.4 acre-ft/yr. (Resolution #12-7933). This updated water demand takes into account the historical usage of 9.5 acre-ft/year.

Water demands for some user categories are higher than was projected by the End Use Model, however, these are offset by other categories of users that have water demands that were lower than projected. The current overall system demand is significantly lower than was projected by the 2010 UWMP. Table 9 shows the projected demands from the 2010 UWMP. Table 10 shows the actual potable water demand for calendar years 2005 through 2014. The recycled water demand for calendar year 2013 was 3,126 acre ft. The 2010 UWMP demonstrated that adequate water supplies exist to meet the demands noted in Table 9 during a normal water year. Overall, the water demands are less than projected by the End Use Model. Therefore, the increase in water demand from the proposed development falls within the total projected water demand increases described in the 2010 UWMP.

Table 9
2010 UWMP Demand Projections by Category

Year	SFD	MFD	Commercial	Industrial	Institutional	Municipal	System Loss	Total
2015	8,603	5,868	4,879	5,150	950	723	1,086	27,259
2020	9,084	6,019	5,238	5,519	998	759	1,136	28,753
2025	9,444	6,115	5,633	5,909	1,035	788	1,181	30,105
2030	9,825	6,237	6,067	6,324	1,072	816	1,230	31,571
2035	10,306	6,455	6,158	6,776	1,113	847	1,278	32,933

Table 10
Actual Potable Water Sales (Acre Ft-yr)

Year	SFD	MFD	Commercial	Industrial	Institutional	Municipal	System Loss	Total
2005	6,346	5,013	6,963	4,972	903	1,207	996	26,400
2006	6,312	5,044	6,924	5,111	902	1,200	1,222	26,715
2007	6,535	5,288	7,310	5,022	1,025	1,396	707	27,283
2008	6,425	5,166	7,012	4,720	955	1,267	718	26,263
2009	5,914	4,771	5,668	3,246	686	536	888	21,709
2010	5,506	4,626	5,517	2,932	668	472	1,085	20,806
2011	5,516	4,658	5,622	2,603	617	482	1,188	20,687
2012	5,843	4,754	5,896	2,460	671	522	1,047	21,193
2013	5,976	4,836	5,886	2,408	709	473	1,387	21,675
2014	5,195	4,483	5,742	2,134	671	491	1,805	19,800

COMPARISON OF WATER DEMAND AND WATER SUPPLY

SINGLE DRY YEAR

The 2010 UWMP projects that during a single dry year, the City projects no reduction in supplies from groundwater. Per a SCVWD document dated March 16, 2011¹⁹, treated surface water is not expected to be reduced in a single dry year event until 2030, when it could be reduced anywhere from 0-20%. For planning purposes, all projections assume a worst case scenario in which the 2017 increase in SCVWD treated water will not be available along with a 20% reduction in the remaining SCVWD treated water. SFPUC has indicated that during a single critical dry year, SFPUC will reduce their total water supply by 10% from 184 mgd to 152.6 mgd in a single dry year. The City of Santa Clara will receive 1.17% of the 152.6 mgd.²⁰ Recycled water use and water conservation are projected to remain unchanged or potentially increase due to public awareness, during a critical dry year. The resulting analysis of available supplies is shown in Tables 11a and 11b below. During a single critical dry year, there is no projected shortfall in total available water supplies if the City receives Hetch Hetchy water until 2035. If the City does not receive Hetch Hetchy water, after contract negotiations with SFPUC in 2018, there is a projected water supply shortfall after 2030. However, future water supply projects are expected to provide between 5,000-6,000 acre-feet per year.²¹ This additional supply will help to cover any expected shortage until 2030 in a single dry year drought if the City loses the current SFPUC contracted Hetch Hetchy water.

Table 11a
Projected Supply versus Demand Comparison – Single Dry Year (Acre-ft/yr)

Year	2015	2020	2025	2030	2035
Supply Totals	34,313	34,714	34,993	34,135	34,135
Demand Totals	31,259	33,053	34,605	36,071	37,433
Difference as % of Supply	8.9%	4.8%	1.1%	-5.7%	-9.7%
Difference as % of Demand	9.8%	5.0%	1.1%	-5.4%	-8.8%

¹⁹ City of Santa Clara 2010 Urban Water Management Plan, Appendix H

²⁰ City of Santa Clara 2010 Urban Water Management Plan, Appendix I

²¹ City of Santa Clara 2010 Urban Water Management Plan, page 46

Table 11b
**Projected Supply versus Demand Comparison – Single Dry Year Without SFPUC Supply
 (Acre-ft/yr)**

Year	2015	2020	2025	2030	2035
Supply Totals	34,313	32,713	32,992	29,392	29,392
Demand Totals	31,259	33,053	34,605	36,071	37,433
Difference as % of Supply	8.9%	-1.0%	-4.9%	-22.7%	-27.4%
Difference as % of Demand	9.8%	-1.0%	-4.7%	-18.5%	-21.5%

MULTIPLE DRY YEAR

During a multiple dry year event, the City will shift potable water demands between its sources in cooperation with neighboring water retailers and wholesalers to reduce pressure on regional sources in decline. Per a SCVWD document dated March 16, 2011²², treated surface water was not expected to be reduced in a multiple dry year event until 2025, when it could be reduced anywhere from 0-20%. However, in 2014 the SCVWD did call for a 20% reduction in treated surface water in the third year of a multi-year drought. For planning purposes, all projections assume a worst case scenario in which the 2017 increase in SCVWD treated water will not be available along with a 20% reduction in the remaining SCVWD treated water. SFPUC has indicated that during multiple critical dry years the City can expect a maximum reduction of SFPUC water supplies of 43% of normal.²³ SFPUC has indicated that in the second and third year of a drought, they will reduce their water supply by 20% from 184 mgd to 132.5 mgd. For SFPUC supplies, Table 12a assumes a worst-case scenario based on a replication of the 1987-1992 multiple dry year event. The City of Santa Clara will still receive 1.17% of 132.5 mgd.²⁴ Table 11b assumes that SFPUC water is unavailable after 2018.

Recycled water use is projected to remain unchanged during a multiple dry year event, however recent drought conditions have shown a significant increase in recycled water connection requests. The City also assumes no change in water conservation when projecting demands for multiple dry year events for conservative projecting purposes. The resulting analysis of all available supplies is shown in Table 12a and 12b below. During a multiple critical dry year event, there is a projected shortfall in available water supplies independent of whether the City receives or does not receive Hetch Hetchy water after contract negotiations with SFPUC in 2018. However, future water supply projects are expected to provide between 5,000-6,000 acre-feet per year.²⁵ This additional supply will help to cover any expected shortage until 2030 in the third year of a multi-year drought if the City loses the current SFPUC contracted Hetch Hetchy water.

²² City of Santa Clara 2010 Urban Water Management Plan, Appendix H

²³ City of Santa Clara 2010 Urban Water Management Plan, Appendix I

²⁴ City of Santa Clara 2010 Urban Water Management Plan, Appendix L

²⁵ City of Santa Clara 2010 Urban Water Management Plan, page 46

Table 12a
Supply and Demand Comparison – Multiple Dry-Year Events
(assumes SFPUC supply exists beyond 2018)

		2015	2020	2025	2030	2035
Multiple-dry year <i>first</i> year supply	Supply totals	37,352	37,753	38,032	35,088	35,088
	Demand totals	31,259	33,053	34,605	36,071	37,433
	Difference	6,093	4,700	3,427	(983)	(2,345)
	Difference as % of Supply	16.3%	12.4%	9.0%	-2.8%	-6.7%
	Difference as % of Demand	19.5%	14.2%	9.9%	-2.7%	-6.3%
Multiple-dry year <i>second</i> year supply	Supply totals	37,352	37,753	38,032	35,088	35,088
	Demand totals	32,726	34,734	36,371	37,949	37,949
	Difference	4,626	3,019	1,661	(2,861)	(2,861)
	Difference as % of Supply	12.4%	8.0%	4.4%	-8.2%	-8.2%
	Difference as % of Demand	14.1%	8.7%	4.6%	-7.5%	-7.5%
Multiple-dry year <i>third</i> year supply	Supply totals	37,352	37,753	38,032	35,088	35,088
	Demand totals	33,163	35,064	36,674	38,210	38,210
	Difference	4,189	2,689	1,358	(3,122)	(3,122)
	Difference as % of Supply	11.2%	7.1%	3.6%	-8.9%	-8.9%
	Difference as % of Demand	12.6%	7.7%	3.7%	-8.2%	-8.2%

Table 12b
Supply and Demand Comparison – Multiple Dry-Year Events
(assumes SFPUC supply does not exist beyond 2018)

		2015	2020	2025	2030	2035
Multiple-dry year <i>first</i> year supply	Supply totals	37,352	32,713	32,992	33,048	33,048
	Demand totals	31,259	33,053	34,605	36,071	37,433
	Difference	6,093	(340)	(1,613)	(3,023)	(4,385)
	Difference as % of Supply	16.3%	-1.0%	-4.9%	-9.1%	-13.3%
	Difference as % of Demand	19.5%	-1.0%	-4.7%	-8.4%	-11.7%
Multiple-dry year <i>second</i> year supply	Supply totals	37,352	32,713	32,992	33,048	33,048
	Demand totals	32,726	34,734	36,371	37,949	37,949
	Difference	4,626	(2,021)	(3,379)	(4,901)	(4,901)
	Difference as % of Supply	12.4%	-6.2%	-10.2%	-14.8%	-14.8%
	Difference as % of Demand	14.1%	-5.8%	-9.3%	-12.9%	-12.9%
Multiple-dry year <i>third</i> year supply	Supply totals	37,352	32,713	32,992	33,048	33,048
	Demand totals	33,163	35,064	36,674	38,210	38,210
	Difference	4,189	(2,351)	(3,682)	(5,162)	(5,162)
	Difference as % of Supply	11.2%	-7.2%	-11.2%	-15.6%	-15.6%
	Difference as % of Demand	12.6%	-6.7%	-10.0%	-13.5%	-13.5%

Even in this worst case scenario, the projected shortfall in available water supply is minimal and well within the margin of error related to the projections and is therefore negligible. The tables above assume no increase in conservation or recycled water use, and also include conservatively overstated future water demands from the 2005 UWMP end use model. The City's actual water use has remained below the levels indicated in the 2010 UWMP using the same methodology.

The projections also assume that conservation savings assumed for normal years will not change during drier hydrological periods. The 2010 UWMP explains the City's legal authority to implement additional voluntary and mandatory conservation measures (e.g., drought curtailment of outdoor irrigation activities) that would significantly reduce water use during a single dry year, multiple dry years or in response to other supply shortfalls. The 2010 UWMP notes, for example, that the projections "...yield a conservative estimate since during a critical multiple dry year event, mandatory conservation measures and increased recycled water usage would be expected to reduce potable water demand"²⁶. The 2010 UWMP identifies specific, mandatory water use prohibitions and enforcement mechanisms that the City will implement to reduce water demand as necessary to address water supply limitations in the future.

²⁶ City of Santa Clara 2010 Urban Water Management Plan, page 84

**Table 13
Water Saving Procedures to be Undertaken by the City
During Dry Year and Major Supply Interruptions**

Plan	Plan 1	Plan 2	Plan 3	Plan 4
Drought Stage	Advisory	Voluntary	Mandatory	Emergency Curtailment
Reduction	Up to 10%	10% to 20%	21 to 49%	50% or greater
1. Water Use Reduction Target				
a) Single family	NA	80% -90% of base year	50% -80% of base year	50% of base year
b) Master metered multi- family	NA	80% -90%of base year	50% -80% of base year	50% of base year
c) Non-residential	NA	80% -90%of base year	50% -80% of base year	50% of base year
2. Water Use Restrictions				
a) Water waste by irrigation	Prohibited	Prohibited	Prohibited	Prohibited
b) Cleaning sidewalks, hard surfaces, etc.	Prohibited	Prohibited	Prohibited	Prohibited
c) Washing vehicle w/o shut off valve on hose	Prohibited	Prohibited	Prohibited	Prohibited
d) Decorative fountains, operating maintaining	No restriction	Prohibited	Prohibited	Prohibited
e) Water for construction purposes	No restriction	Restricted (1)	Restricted (1)	Restricted (1)
f) Water waste due to effective plumbing / leaks	Prohibited	Prohibited	Prohibited	Prohibited
g) Landscape irrigation	No restriction	Prohibited from 9AM to 6PM	Prohibited from 9AM to 6PM	Prohibited
h) Restaurant water service unless patron requests	No restriction	Prohibited	Prohibited	Prohibited
i) New swimming pool or pond construction	No restriction	Restricted	Restricted	Prohibited
j) Filling or refilling swimming pools	No restriction	Restricted	Restricted	Prohibited
k) Hydrant flushing, except for health and safety	No restriction	Prohibited	Prohibited	Prohibited
l) New irrigation connections for new planting	No restriction	Restricted (2)	Restricted (2)	Prohibited (2)
m) Irrigation of golf courses except greens and tees	No restriction	No restriction	Restricted (1)	Restricted (1)
3. Enforcement				
a) First violation	Warning	Warning	Warning, Citation, up to \$500 fine	Warning, Citation, up to \$500 fine
b) Second violation	Warning	Warning	Warning, Citation, \$100 to \$1,000 fine	Warning, Citation, \$100 to \$1,000 fine
c) Subsequent violations	Warning, citation, \$100 to \$1,000 fine, flow restrictor	Warning, citation, \$100 to \$1,000 fine, flow restrictor	Warning, citation, \$100 to \$1,000 fine, flow restrictor, termination of service	Warning, citation, \$100 to \$1,000 fine, flow restrictor, termination of service
d) Restrictor removal charge	\$50	\$50	\$50	\$50
e) Second restrictor removal charge	\$100	\$100	\$100	Remains for duration
(1) Recycled water only can be used; (2) New landscaping supplied by recycled water allowed without restriction.				

Source: 2010 UWMP, page 72, Table 37.

Table 13 shows that the City can feasibly implement and enforce mandatory water use reduction measures that would reduce water demand by more than 50% from normal levels. The largest potential shortfall projected in the 2010 UWMP is approximately 21.5% of demand in a single dry year, without SFPUC supplies, in 2035 (see Table 11b). As shown in Table 13, the City anticipates that demand could be reduced by 20%, the approximate magnitude of the maximum projected shortfall in the 2010 UWMP, by implementing the advisory and voluntary measures included in water use management plans 1-2. If necessary, Table 10 also shows that the City has the capacity to mandate additional demand reductions of 21%-49% under plan 3, and greater than 50% by implementing the measures included in water use management plan 4. These reduction levels would substantially exceed the maximum projected shortfalls in the 2010 UWMP. The 2010 UWMP projections, however, conservatively assume that none of the demand management measures identified in Table 13 would be implemented during potential shortfall periods. As a result, the projections conservatively overstate the level of City water demand that would be expected to occur during dry years, multiple dry years or other periods of reduced water supply when these measures would be in effect.

The 2010 UWMP identifies several additional conservation programs that the City is implementing or expects to implement in the future. Although the 2010 UWMP reflects conservation savings from some of these measures (see Table 1a, 1b), the projections do not fully account for additional demand reductions, especially during drier periods. The conservation measures identified in the 2010 UWMP include the following:

- (a) General Plan policies that focus on producing a reliable, safe potable water supply, promote water conservation, expand recycled water use, and facilitate water supply coordination with the SCVWD²⁷;
- (b) City water supply management measures that increase reliability and reduce potential vulnerability to physical impacts, such as locating wells over a geographically distributed area and maintaining standby power supplies to operate water system facilities during emergencies²⁸;
- (c) The adoption of City ordinances prohibiting wasteful water use²⁹;
- (d) Authority to implement and enforce an outdoor watering schedule that would reduce the frequency and volume of external water use during drier periods³⁰;
- (e) Tracking water consumption for City accounts in a manner that allows for email or other expedited communication regarding water use reduction requirements if necessary to address shortfalls³¹;
- (f) Providing technical assistance (e.g., water audits) to help reduce water use by high consumption accounts³²;
- (g) Providing low-water use landscaping assistance for single family water consumers and for larger landscapes³³;
- (h) Offering rebates with the SCVWD for high efficiency clothes washers³⁴;

²⁷ City of Santa Clara 2010 Urban Water Management Plan, pages 64-65 Table 36

²⁸ City of Santa Clara 2010 Urban Water Management Plan, pages 65-70

²⁹ City of Santa Clara 2010 Urban Water Management Plan, pages 65-71

³⁰ City of Santa Clara 2010 Urban Water Management Plan, page 71

³¹ City of Santa Clara 2010 Urban Water Management Plan, page 78

³² City of Santa Clara 2010 Urban Water Management Plan, page 87

³³ City of Santa Clara 2010 Urban Water Management Plan, pages 88, 90-91

- (i) Commercial and industrial water conservation technical assistance, including audits, pre-rinse retrofits for food service businesses, and water efficiency rebates³⁵;
- (j) Conservation and recycled water use incentive pricing³⁶;
- (k) A high efficiency toilet retrofit rebate program administered by the SCVWD³⁷; and
- (l) Adoption of a landscaping water conservation ordinance in January, 2011 to reduce water use associated with external irrigation³⁸.

The 2010 UWMP demand projections do not consider the effects of the City's demand management authority and conservation programs beyond normal year conservation estimates. As a result, the projections overstate the City's demand in general and particularly during drier years when the City would act to reduce demand in response to potential supply shortfalls.³⁹

CONCLUSION

The proposed construction under Scheme A of 5,724,400 gsf of office space, 1,502,000 gsf of retail space, 578,000 gsf of hotel development, 1,360 multifamily residential units, and 4,521,500 gsf of landscaping generally located north of Tasman Drive, east of Great America Parkway and San Tomas Aquino Creek, west of the Guadalupe River, and south of Great America Way and State Route 237 is projected to require 1,910.6 acre ft/yr of total water use. This represents an increase in total water demand within the City by 1,599.3 acre ft/yr from historical use on the Project site. The analysis shows that a 1,599.3 acre ft/yr water demand increase from this Project Scheme A is consistent with the growth projections in the 2010 UWMP.

The proposed construction under Scheme B of 6,684,400 gsf of office space, 1,702,000 gsf of retail space, 578,000 gsf of hotel development, 200 multifamily residential units, and 4,521,500 nsf of landscaping generally located north of Tasman Drive, east of Great America Parkway and San Tomas Aquino Creek, west of the Guadalupe River, and south of Great America Way and State Route 237 is projected to require 1,921.0 acre ft/yr of total water use. This represents an increase in total water demand within the City by 1,609.7 acre ft/yr from historical use on the Project site. The analysis shows that a 1,609.7 acre ft/yr water demand increase from this Project Scheme B is consistent with the growth projections in the 2010 UWMP.

The City's 2010 UWMP concluded that sufficient water supplies exist to meet the projected demand for either Scheme A or Scheme B. This Assessment also analyzed the impacts of changes in contractual limitations on water supply, development projects, and other additional factors that have occurred since the original 2010 UWMP was developed. Therefore, based on the analysis contained in this Assessment, the City of Santa Clara Water Utility has determined that there are sufficient water supplies to provide service to the proposed City Place project.

³⁴ City of Santa Clara 2010 Urban Water Management Plan, pages 91-92

³⁵ City of Santa Clara 2010 Urban Water Management Plan, pages 92-94

³⁶ City of Santa Clara 2010 Urban Water Management Plan, page 94-96

³⁷ City of Santa Clara 2010 Urban Water Management Plan, pages 97-98

³⁸ City of Santa Clara 2010 Urban Water Management Plan, Appendix M

³⁹ 3515 Monroe Street WSA approved by City Council Resolution #13-8090 on December 3, 2013, Appendix E

APPENDIX A

SCVWD Contract

CONTRACT BETWEEN SANTA CLARA VALLEY WATER DISTRICT AND
CITY OF SANTA CLARA
FOR A SUPPLY OF TREATED WATER

THIS CONTRACT is made and entered into on January 27, 1981, between the SANTA CLARA VALLEY WATER DISTRICT, hereinafter referred to as "District", and CITY OF SANTA CLARA hereinafter referred to as "Contractor" and supersedes previous water service contracts between District and Contractor.

RECITALS:

A. District has executed contracts with the State of California Department of Water Resources and the United States Bureau of Reclamation, whereby District is and will be entitled to receive imported water and District intends to continue construction of a system within the boundaries of District to distribute water so received.

B. Included within said system are facilities to treat and filter such water; and Contractor is desirous of obtaining a supply of treated water from District.

AGREEMENT: For and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE A. INTRODUCTORY PROVISIONS

1. Definitions - When used in this contract, the following terms shall have the meanings hereinafter set forth:

- a) "Fiscal Year" shall mean each 12-month period during the term hereof commencing July 1 of one year and terminating June 30 of the next succeeding year, both dates inclusive.
- b) "Each Contractor", or "Other Contractor", shall mean any entity, public or private, contracting with District for a supply of treated water.
- c) The "Act" shall mean the Santa Clara Valley Water District Act, as amended.
- d) "Board" shall mean the Board of Directors of the Santa Clara Valley Water District.

2. Term of Contract

- a) This contract shall become effective on the date first above written and shall remain in effect for a period of 70 years or until all loans and all bonds, the proceeds of sale of which have been used for the construction of water treatment and distribution facilities have been retired, whichever period shall be longer, provided, however, that in no event shall the term of this contract be deemed to extend beyond the period authorized by law.

- b) The term of this contract may be extended for an additional term of years upon such terms and conditions as may be set forth in a written agreement of the parties hereto executed at least eighteen (18) months prior to expiration of the terms specified in the preceding Subsection 2a. If no such agreement shall be so executed, this contract shall terminate as specified in said Subsection 2a unless at least one year prior to said termination date Contractor shall notify District in writing that Contractor desires to extend the term hereof; in such event, said term shall be extended for an additional period of five years upon the covenants, agreements and conditions herein contained.

3. Successors and Assigns - Subject to the provisions of the succeeding Section 4 hereof, this contract and all the terms, covenants, agreements and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

4. Assignment - No assignment or transfer by Contractor of this contract or any part hereof, or of any rights hereunder or interest herein of Contractor, shall be valid unless approved by District, which approval District agrees shall not be unreasonably withheld. The foregoing provisions of this Section 4 to the contrary notwithstanding, no consent shall be required on an assignment to a Public Agency with the power of eminent domain; provided, such Public Agency expressly assumes the obligations of this contract and provided, further, that if said Public Agency assumes only a portion of the obligations of this contract, Contractor shall remain obligated for the remainder, or in the event Contractor shall sell, transfer, or convey any part or parts or its water system to any entity, public or private, Contractor may assign to the purchaser thereof a portion of Contractor's rights, privileges and obligations hereunder and, in the event of any such assignment Contractor shall be relieved of such portion of such obligations of Contractor so assigned if, following such sale, transfer or conveyance, District shall commence to furnish treated water to such entity, or District under a contract with such entity existing prior to such sale, transfer or conveyance increases the amount of treated water delivered to such entity in order to meet in part the increased water requirements of such entity resulting from such sale, transfer or conveyance.

5. Adjustment of Schedule Purchases upon Other Water Service to Projected Service Area - Where Contractor has prepared and submitted a proposed water delivery schedule to District for an ensuing three-year period in accordance with Article B hereof in reasonable anticipation of and reliance upon projected water service by Contractor to its existing or future customers who receive or would receive service within a service area which shall be defined and may be amended from time to time by Contractor and attached hereto, as Exhibit A, and the schedule has been approved and made binding upon Contractor in accordance with Article B hereof, and where, in lieu of Contractor, any agency, public or private shall thereafter provide treated water service to any such customers and the existence of such circumstance and the necessity of Contractor to reduce its delivery schedule being shown to District and acknowledged by District to be facts (such acknowledgment to be in no case unreasonably withheld), then Contractor's said delivery schedule shall at its option be amended promptly in such manner as to reduce Contractor's scheduled water purchases from District hereunder by an amount fairly commensurate with such reduction of Contractor's anticipated or projected water service.

ARTICLE B. WATER SERVICE PROVISIONS

1. Water Delivery Schedules

- a) On October 15, 1980, and every three years thereafter, Contractor shall submit in writing a proposed delivery schedule for the ensuing three-year period beginning July 1 of the following year. The proposed delivery schedule shall be submitted on a form provided by the District and shall indicate the amounts of treated water desired by Contractor during each year of the ensuing three-year period. Except as provided in Subsection c of this section, Contractor agrees that in submitting a proposed water delivery schedule it will not request an amount of water for each year which shall be less in total than 95 percent of the amount for the fiscal year containing the maximum amount in the then current three-year schedule unless Contractor shall have assigned or agreed to assign a portion of its rights, privileges, and obligations hereunder pursuant to the provisions of Article A, Section 4, hereof and i) District has consented to such assignment, or ii) Contractor otherwise shall have been relieved of a portion of its obligations hereunder pursuant to the provisions of said Article A, Section 4; that following occurrence of either event specified in the preceding clauses i) and ii), the foregoing provisions of this Subsection a) shall apply only to the unassigned portion of the Contractor's rights and obligations hereunder.
- b) Upon receipt of such delivery schedule, District shall review same, and after consultation with Contractor and Other Contractors receiving treated water from District, shall approve such schedule or make such reductions therein as are consistent with District's ability to deliver water to Contractor and Other Contractors; provided, however, that subject to availability of funds, financing policies, construction schedules, and operating schedules, District will make every reasonable effort to approve each proposed delivery schedule submitted by Contractor and Other Contractors. Except as provided in Subsection c of this section, District agrees that it will approve a delivery schedule for said ensuing schedule period which will not be less in total amount for each fiscal year of said schedule period than 95 percent of the maximum fiscal year set forth in the then current schedule period.
- c) Notwithstanding the provisions of Subsections a and b of this section, either Contractor or District may request that the minimum amount of water for each fiscal year in the ensuing three-year schedule period be reduced to a lesser minimum amount than prescribed in Subsections a and b. Upon written agreement by both Contractor and District, based on a showing of extraordinary circumstances, the delivery schedule may be approved at such lesser amount.
- d) The approved delivery schedule shall be transmitted to Contractor prior to December 31 of the year in which the proposed delivery schedule is submitted. The approved delivery schedule for fiscal years 1976-77 through 1980-81 is set forth in Exhibit B, attached hereto and by this reference made a part hereof.

- e) For operating and planning purposes, Contractor shall, on forms provided by District, annually supply District with Contractor's anticipated monthly delivery schedules for the ensuing year and such information reasonably needed by District to determine projected annual deliveries for the next ensuing five years. Contractor's anticipated monthly delivery schedules shall not constitute a commitment by Contractor to receive the amounts of water set forth therein but shall establish the monthly schedule amounts of treated water to be delivered to Contractor for certain purposes under Article C hereof.

2. Amounts of Water - Rates of Flow

- (a) District agrees to deliver to Contractor during each fiscal year or fractional fiscal year of this Contract, as the case may be, the amounts of treated water set forth on the approved delivery schedule for each year or fractional fiscal year, as the case may be.
- (b) District agrees to deliver to Contractor on demand in any month during the term of this contract at least 15 percent of the total amount of treated water which District has theretofore agreed to deliver to Contractor during the applicable fiscal year as shown on the approved delivery schedule.
- (c) District further agrees to provide facilities capable of delivering and will deliver the amounts of water prescribed by Subsections a and b of this section on demand of Contractor at rates of flow up to an instantaneous maximum flow rate equivalent to 205 percent of the then current annual volume shown on the approved delivery schedule expressed as an equivalent uniform flow rate over the full year for an aggregate of 72 hours in any month and for such additional hours in any month as District has the capability to deliver at said rate, provided that District, at such times during the remainder of such month when District does not have the capability to deliver at said rate, may reduce such rate to an instantaneous maximum flow rate not to exceed 180 percent of said annual volume expressed as an equivalent uniform flow rate over the full year.
- d) Notwithstanding the foregoing, during the period July 1, 1979 to June 30, 1990, District may limit the maximum flow rate for each Contractor to 180 percent of the then current annual volume of that Contractor shown on the approved water delivery schedule expressed as an equivalent uniform rate over the full year. District will give Contractor reasonable prior notice of any such proposed limit of maximum flow rate.

3. Delivery Structures

- a) Water delivered to Contractor pursuant to this contract shall be provided from District facilities through delivery structures to be located at such locations as may be mutually agreed upon. Such delivery structures shall be designed and constructed or caused to be constructed by District. Design and bid costs shall be subject to favorable review and approval by the Contractor prior to award of

construction contract for the delivery structure. District shall pay for the cost of the land, automated controls and reporting systems, nozzle turnout and shutoff valve portion of each of said structures, and Contractor shall pay the total cost of acquiring and installing the measuring devices, the vault or housing and the flow regulating devices, if any, of each of said structures as said devices and facilities are shown on Exhibit C attached hereto and by this reference made a part hereof. Upon thirty (30) days' written notice by District, Contractor shall deposit with District prior to such acquisition and installation an amount of money estimated by District to be sufficient to cover such cost to be borne by Contractor. In the event such estimate proves to be low, Contractor shall pay to District upon written demand therefor the difference between District's estimate and the actual cost to be borne by Contractor. In the event such estimate proves to be high, District shall refund to Contractor promptly the difference between the actual cost to be so borne by Contractor and the amount of said deposit.

- b) Title to all delivery structures and to all appurtenances up to and including the control valve shall be in District and Contractor shall have no obligations or responsibilities with respect thereto and shall be under no obligation to operate, maintain, repair, replace or relocate the same.

4. Measurement of Water Delivered - District shall measure all water delivered to Contractor and shall keep and maintain accurate and complete records thereof. For such purpose, District shall install, operate and maintain at all delivery structures such measuring devices and equipment as are satisfactory and acceptable to both parties.

5. Curtailement of Delivery During Maintenance Periods - District will make all reasonable effort to provide continuous service to Contractor but may temporarily discontinue or reduce the delivery of water to Contractor for the purpose of necessary investigation, inspection, maintenance, repair or replacement of any of the facilities necessary for the delivery of treated water to Contractor. District shall notify Contractor as far in advance as possible of any discontinuance or reduction and the estimated duration of such discontinuance or reduction. Recognizing that Contractor will rely on District for uninterrupted deliveries of water particularly during the high water consumption months each year, District agrees to use its best efforts throughout the term of this contract to make any such discontinuance or reduction in the delivery of water only during the period of November through March in any fiscal year. In the event of any discontinuance of or reduction in delivery of water, Contractor may elect to receive the amount of water which otherwise would have been delivered to it during such period under the approved water delivery schedule for that fiscal year at other times during such year, consistent with District's delivery ability considering the then current delivery schedules of all Other Contractors.

6. Suspension of Service Upon Default - In the event of any default by Contractor in the payment of any money required to be paid to District hereunder, District may, upon not less than three months' written notice to Contractor, suspend deliveries of water under this contract for so long as such default shall continue, provided, however, that during such period Contractor shall remain obligated to make all payments required under this contract and provided, further, that such delinquent amount shall accrue interest at the rate of one-half of one percent per month commencing on the

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due date of such delinquent amount and continuing until both the principal amount of such charges and the interest thereon are paid in full. Such suspension of delivery taken pursuant to this Section 6 shall not deprive District of or limit any remedy provided by this contract or by law for the recovery of money due or which may become due under this contract. In the event of any disagreement between Contractor and District as to the amount of any bill rendered to Contractor by District, water service shall not be discontinued if the disputed amount thereof is placed on deposit with District. Such deposit shall not preclude review and adjustment of any water bill as set forth in Article C, Section 8, hereof.

7. Water Quality - District agrees that all water to be delivered by it to Contractor pursuant to the terms of this contract will be pure, palatable, wholesome, potable and healthful and that all such water will be of such quality that the same may be used for domestic purposes at the points of delivery thereof to Contractor without further treatment. District understands that Contractor is a public utility furnishing water to its customers for domestic purposes and that water to be delivered by it to Contractor hereunder will be delivered by Contractor to said customers. District agrees that its system shall be constructed and operated during the term hereof in accordance with a permit or permits, including temporary permits, to be issued by the State Department of Health Services, copies of which will be furnished to Contractor upon receipt by District. District agrees that the treated water to be delivered to Contractor pursuant to this contract shall conform to the quality requirements set forth in the then current primary and secondary standards for domestic water quality and monitoring regulations adopted by the California State Department of Health. Should the need arise, District and Contractor will cooperate fully in adjusting their respective processes to the extent reasonably practicable, and provided such adjustments do not affect other Contractors, to aid the Contractor in conforming to such law within the Contractor's distribution system.

ARTICLE C. PAYMENT PROVISIONS

1. The payments to be made by Contractor and Each Contractor for delivery of treated water shall be a price per acre-foot based upon the pricing policy adopted by the Board, dated January 18, 1971, as from time to time amended, which is set forth in Exhibit D, attached hereto and by this reference made a part hereof, and shall be the total of the basic water charges and treated water surcharge as determined by the District Board for each period for which a rate schedule is effective.

2. In determining the above charges, the basic water charge shall be equal to District's groundwater charge for water other than agricultural water (said words "agricultural water" being defined in the Act) in Zone W-2, which shall be determined annually by the Board in accordance with the legal provisions and requirements of the Act; provided, however, that during each rate period the District will consider all anticipated costs for each such rate period and will endeavor to establish during the first year of such rate period a groundwater charge that is intended to remain constant for the full rate period.

3. District shall charge for the delivery of treated water in accordance with the rate schedule for water service as such rate schedule is established by the Board. The Board of Directors shall review said rate schedule every three years to determine whether the schedule is in accordance with the most recent and anticipated costs and revenues of District. Accordingly, the Board shall, on or about the second Tuesday in March 1981, but not later than April 15, 1981, establish a rate schedule for the rate period commencing July 1, 1981 through June 30, 1984, and shall follow said procedure

for each ensuing three-year period. Each such rate schedule shall be prospective in operation, but shall provide for the recovery of expenditures to be recovered by the basic water charge and the treated water surcharge during the period said rates are in effect and any shortages of revenue for said expenditures that may have been experienced during the preceding rate periods. It is agreed that the rates to be so established shall not be unreasonable or arbitrary, shall be based upon reasonable estimates of costs and water deliveries and shall be the same for Contractor and Other Contractors and all other persons, public or private, purchasing treated water from District, regardless of the point of delivery of such water by District; District agrees to use its best efforts throughout the term of this contract to collect from Other Contractors, and such other persons in accordance with such rate schedules, the appropriate sums of money without deduction or offset according to the respective amounts of treated water delivered by the District.

4. Contractor shall pay District the rate or rates set forth on the rate schedules during the period said rate schedules are effective for all water delivered to the Contractor; provided, however, that Contractor shall pay District at least a minimum charge each year applicable to water scheduled to be delivered in such year, which minimum charge shall be based upon an amount of treated water equal to 90 percent of the total amount of treated water to be delivered to Contractor during that fiscal year as shown on the approved delivery schedule; provided, however, that if Contractor during any other year of the current rate schedule period has purchased water in excess of 90 percent of the water scheduled to be delivered to Contractor during such other year, such delivery in excess of 90 percent for such other year may be used as a credit against years in such rate schedule period in which Contractor received less than 90 percent of the treated water as shown on the approved delivery schedule, and if Contractor has paid, pursuant to such annual minimum charge, for water not delivered to it, Contractor shall have the right to receive such undelivered water without additional payment during the remainder of the then current rate schedule period at times when District has the delivery capability provided further, however, that:

- a) If in any day of any year during the term hereof, District, for any reason, including reduced deliveries pursuant to the provisions of Article D hereof, shall be unable to deliver treated water to Contractor in an amount equal to 1/30 of the then current monthly scheduled amount as set forth in Article B, Section 1(e) as expressed as a uniform daily volume, the then minimum charge for that year shall be based upon an amount of water as calculated above in Section 4 reduced by an amount equal to the reduction required by District for each day a reduced delivery is required.
- b) If in any day of any year during the term hereof District shall offer to deliver to Contractor water which shall fail to meet the quality requirements set forth in Article B, Section 7, hereof, then Contractor shall have the right to refuse to accept or reduce deliveries of water from District until such time as such water shall meet said quality requirements. In such event Contractor shall immediately notify District, and confirm in writing within 5 days of the beginning of any such period. In any such year the then minimum charge shall be reduced by an amount equal to the volume of water reduced by the Contractor up to an amount equal to 1/30 of the then current monthly scheduled amount as set forth in Article B, Section 1(e), as expressed as a uniform daily volume for each day that water service is so refused or reduced by the Contractor. If Contractor at

any time, or from time to time during the term hereof, should have the right to refuse to accept water from District by reason of the foregoing provisions of this Subsection 4b, but should nevertheless fail to exercise such right, such failure shall in no event be deemed to waive or limit exercise of such right by Contractor. Except as set forth by the foregoing provisions of this Section 4, Contractor shall not be obligated to pay for any water not accepted by it. Nothing contained in this Section 4 shall in any way be deemed to limit Contractor's obligation to pay for all water accepted by it from District in accordance with the appropriate rate set forth from time to time in District's then applicable rate schedule.

- c) If in any year during the term hereof, the Board of Directors of District shall by Resolution place in effect a water reduction program in excess of 10 percent of normal usage, the monthly scheduled amounts or portions thereof, as set forth in Article B, Section 1e, for that portion of the year when such water reduction program is in effect shall be reduced by the same percentage as required by the water reduction program less 10 percent. The Contractor shall be notified in writing of such water reduction program.

5. Surplus - If District shall determine, in accordance with sound accounting practice, that the aggregate of the revenues received by it in any fiscal year, or any rate period, during the term hereof a) from the sale of treated water to Contractor and Other Contractors, b) from the sale of raw water, and c) through collection of the groundwater charges referred to in Article E hereof, has exceeded District's costs and expenses during such year, or rate period, District shall retain such excess and reserve the same for purchases of raw water, construction, maintenance or operation of existing or additional facilities for the importation, conservation, treatment or wholesale distribution of water, reduce its scheduled price of treated water or, subject to the provisions of the Act, reduce said groundwater charges. It is understood that the object in computing rates under this contract is to cover the costs related to the importation, conservation, treatment or wholesale distribution of water.

6. Non-Contract Water - The term "non-contract water" refers to treated water found by District to be available for delivery to the treated water contractors in addition to the scheduled amounts. Non-contract water may be available only at such times and such prices as determined by the District. District will notify Contractor in writing thereof. Deliveries of non-contract water to Contractor will only be made after Contractor has purchased 100 percent of the monthly scheduled amount as set forth in Article B, Section 1(e). Further, at the end of each fiscal year an adjustment in billing will be made and Contractor will be required to have paid for 100 percent of the approved delivery scheduled amount, less any other adjustments before the purchase of non-contract water is allowed. During any period in which non-contract water is not available and Contractor takes water in excess of its scheduled amount, such water will not be reclassified and will be charged for at the full contract price. Water taken in excess of scheduled amounts during periods when non-contract water is not available may be credited as a part of Contractor's minimum annual charge.

7. Billings - Billings shall be made monthly as follows: On or about the first of each month District will send to Contractor a bill calculated in accordance with the provisions of Article C hereof for all treated water accepted by Contractor from District during the preceding month. The final bill for each fiscal year shall include any sums due for the minimum charge required by Article C, Section 4, hereof. District shall make

every effort to make required meter readings on the last day of each calendar month, but District shall be entitled to make such readings three days prior to the close of any calendar month or within five days after the beginning of any calendar month.

8. Time and Method of Payment - Payments shall be made by Contractor to District within twenty (20) days after billing by District. In the event that Contractor in good faith contests the accuracy of any bill submitted to it pursuant to this contract, it shall give District notice thereof at least five (5) days prior to the day upon which payment of the stated amount is due. To the extent that District finds Contractor's contentions regarding the statement to be correct, it shall revise the statement accordingly and Contractor shall make payment of the amounts on or before the due date. To the extent that District does not find Contractor's contentions to be correct or where time is not available for a review of such contentions prior to the due date, Contractor shall pay the billed amount on or before the due date and may make the contested part of such payment under protest and seek to recover the amount in question from District.

ARTICLE D. AVAILABILITY OF WATER

1. In any year in which there may occur a water shortage by reason of drought or other temporary cause in the supply of water available for delivery to all users, District shall, before reducing other deliveries of water, reduce, or if necessary cease, to the extent permitted by the operation of District's facilities consistent with its obligations to receive water pursuant to the State and/or Federal Contract, all deliveries of untreated water for recharge of groundwaters.

2. If, despite such reduction or cessation of such deliveries of untreated water for groundwater recharge pursuant to the provisions of the preceding Section 1, a further reduction in deliveries shall become necessary if the treated water requirements set forth on the approved delivery schedule of Contractor and Other Contractors are to be met, District shall, before reducing deliveries to Contractor and Other Contractors, reduce the total amount of agricultural water (as defined in the Act) released to others for surface delivery during such fiscal year by an amount equal to the following: namely, the average of the releases of such surface-delivered agricultural water during the preceding three fiscal years multiplied by the percentage by which District's total receipt of water from State and Federal sources for agricultural use (as such use is defined in the State and Federal Contracts) is reduced in such year pursuant to provisions of said contracts.

3. If any reduction in deliveries of treated water shall become necessary following reductions in untreated water pursuant to the provisions of the preceding Sections 1 and 2, District shall reduce deliveries of treated water to Contractor and Other Contractors in an amount which bears the same proportion to the total amount of such reduction that the amount included in such treated water user's approved delivery schedule bears to the total of the amount included in the approved delivery schedule of Contractor and Other Contractors for that fiscal year, all as determined by District; provided that District may apportion on some other basis if such is required to meet minimum demands for domestic supply, fire protection, or sanitation during the year. District agrees to notify Contractor in writing promptly in the event any such reduction in deliveries to Contractor and Other Contractors shall be decided upon and concurrently of the amount of such reduction and of any changes in Contractor's approved delivery schedule.

4. District shall not be liable for failure to deliver water to Contractor hereunder in the amounts hereinabove provided if such failure shall be caused by drought or any other reason beyond the reasonable control of District.

5. District shall give Contractor written notice as far in advance as possible of any reduction in deliveries of treated water which may be necessary because of a shortage in water supply.

ARTICLE E. GROUNDWATER CHARGE

District agrees that in establishing or modifying the boundaries of any zone pursuant to the provisions of the Act, it will not act in an unreasonable, arbitrary, capricious or discriminatory manner. District further agrees that it will use its best efforts throughout the term of this contract to collect, without deduction or offset, from all persons operating groundwater-producing facilities (as said words are defined in Section 26.1 of the Act) the groundwater charges at the rates per acre-foot of water then applicable in the zone of the District in which each such facility is located.

ARTICLE F. REMEDIES

By reason of the specialized nature of the water service to be rendered, and for the further reason that the extent of any damage caused to either party by the other by reason of any breach of this contract may be extremely difficult to determine, it is agreed by the parties hereto that an action for damages is an inadequate remedy for any breach, and that specific performance, without precluding any other remedy available in equity or at law, will be necessary to furnish either party hereto with an adequate remedy for the breach hereof.

ARTICLE G. GENERAL PROVISIONS

1. Amendments - This Contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. District agrees that in the event of legally enforceable action by a cognizant governmental body, either a) producing a prospective change in the volume of use of water by Contractor's customers, as by the imposition of an order suspending new services, or b) requiring reuse of wastewater or forbidding or limiting the discharge of wastewater into San Francisco Bay, District will make such amendments to Exhibit B of this contract as the circumstances may reasonably and equitably require.

2. Challenge of Laws - Nothing herein contained shall be construed as stopping or otherwise preventing Contractor or District from contesting by litigation or other lawful means the validity, constitutionality, construction, or application of any law of this State, any ordinance of District, or any rule, regulation or practice of District or Contractor.

3. Waiver of Rights - Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this contract shall not be deemed to be a waiver with respect to any other default or matter. None of the covenants or agreements herein contained can be waived except by the written consent of the waiving party.

4. Notices - All notices or other writings in this contract provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered, or certified, postage prepaid, and addressed as follows:

To District: Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, California 95118

To Contractor: City of Santa Clara Water Department
1500 Warburton Avenue
Santa Clara, California 95050

The address to which any notice or other writing may be given or made or sent to either party may be changed upon written notice given by such party as above provided.

5. Separability - If any one or more of the covenants or agreements set forth in this contract on the part of District or Contractor, or either of them, to be performed should be contrary to any provision of law or contrary to the policy of law to such extent as to be unenforceable in any court of competent jurisdiction, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements and shall in nowise affect the validity of this contract.

6. Paragraph Headings - Paragraph headings in this contract are for convenience only and are not to be construed as a part of this contract or in any way limiting or amplifying the provisions hereof.

7. Other Contracts - District agrees that each contract for the supply of treated water hereafter entered into by District with any Other Contractor shall contain provisions substantially similar to those herein set forth and shall not contain any provisions of a material nature more favorable to the Other Contractor than the provisions herein applicable to the Contractor.

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IN WITNESS WHEREOF, District has caused this contract to be executed by the Chairman of its Board of Directors and caused its Official Seal to be hereunto affixed and Contractor has caused these presents to be executed on 19 , by its duly authorized officer.

ATTEST: SUSAN A. EKSTRAND

SANTA CLARA VALLEY WATER DISTRICT

~~Clerk of the Board of Directors~~
CLERK PRO TEM OF THE BOARD OF DIRECTORS

By [Signature]
Chairman of the Board of Directors
"District"

Approved as to form:

[Signature]
General Counsel, Santa Clara
Valley Water District

CITY OF SANTA CLARA
By [Signature]
William A. Gissler, Mayor
By [Signature]
D. R. Von Raesfeld,
Its City Manager
"Contractor"

ATTEST:

[Signature]
A. S. Belick, City Clerk

Approved as to form:

[Signature]
Attorney for Contractor
Michael R. Downey
Assistant City Attorney

APPENDIX B

SFPUC Contract

WATER SUPPLY AGREEMENT

between

THE CITY AND COUNTY OF SAN FRANCISCO

and

WHOLESALE CUSTOMERS

in

**ALAMEDA COUNTY, SAN MATEO COUNTY AND
SANTA CLARA COUNTY**

JULY 2009

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WHOLESALE WATER SUPPLY AGREEMENT

Introductory Statement

Both San Francisco, as the Regional Water System owner and operator, and its Wholesale Customers share a commitment to the Regional Water System providing a reliable supply of high quality water at a fair price, and achieving these goals in an environmentally sustainable manner.

Article 1. Parties, Effective Date, and Defined Terms

1.01 Definitions

The capitalized terms used in this Agreement shall have the meanings set forth in Attachment A.

1.02 Parties

The parties to this Agreement are the City and County of San Francisco and such of the following entities (all of which purchase water from San Francisco) as have executed this Agreement:

- Alameda County Water District
- California Water Service Company
- City of Brisbane
- City of Burlingame
- City of Daly City
- City of East Palo Alto
- City of Hayward
- City of Menlo Park
- City of Millbrae
- City of Milpitas
- City of Mountain View
- City of Palo Alto
- City of Redwood City

City of San Bruno
City of San José
City of Santa Clara
City of Sunnyvale
Coastside County Water District
Estero Municipal Improvement District
Guadalupe Valley Municipal Improvement District
Mid-Peninsula Water District
North Coast County Water District
Purissima Hills Water District
Skyline County Water District
Stanford University
Town of Hillsborough
Westborough Water District

The entities listed above which have executed this Agreement shall be collectively referred to as the "Wholesale Customers."

1.03 Effective Date

A. Except as provided in subsection C, this Agreement shall become effective only when it has been approved by San Francisco and by each of the entities listed in Section 1.02 and when San Francisco and each of those entities (except for the City of Hayward) have entered into an Individual Water Sales Contract as provided in Section 9.01.

B. If San Francisco and all of the entities listed in Section 1.02 approve this Agreement and (except for the City of Hayward) an Individual Water Sales Contract on or before July 1, 2009, the effective date shall be July 1, 2009. If San Francisco and all of the entities listed in Section 1.02 approve this Agreement and (except for the City of Hayward) an Individual Water Sales Contract after July 1, 2009 but on or before September 1, 2009, the effective date shall be the date on which the last entity listed in Section 1.02 approves this Agreement and, if required, an Individual Water Sales Contract.

C. If by September 1, 2009 this Agreement has been approved by fewer than all of the entities listed in Section 1.02 or fewer than all of such entities (other than the City of Hayward) have entered into an Individual Water Sales Contract, but it has been approved by entities representing at least 75% in number and 75% of the water purchased from SFPUC by

all listed agencies during FY 2007-08 (i.e., 173.39 MGD), then San Francisco shall have the option to waive the requirement in subsection A that all listed agencies have approved this Agreement and an Individual Water Sales Contract as a condition precedent to this Agreement and any Individual Water Sales Contract becoming effective. San Francisco shall have 60 days from September 1, 2009 (i.e., until October 31, 2009) within which to decide whether or not to waive the condition. If San Francisco decides to waive the condition, those listed agencies that have approved this Agreement and Individual Water Sales Contract before October 31, 2009 will be bound thereby and this Agreement and Individual Water Sales Contracts will become effective as to them, as of the date of San Francisco's waiver. For purposes of determining whether listed agencies that have approved this Agreement represent at least 75% of the water purchased during FY 2007-08, the quantity of water attributable to each listed entity shall be as set forth on Attachment B.

D. The provisions of Article 9 that apply to fewer than all Wholesale Customers (i.e., Sections 9.02 - 9.07) shall not become effective unless San Francisco and the entity to which the section applies have each approved (1) this Agreement, and (2) the underlying Individual Water Sales Contract, unless otherwise provided in Article 9. This provision does not affect the continued enforceability of provisions in those sections that derive from independently enforceable judgments, orders or agreements.

Article 2. Term; Amendments During Term

2.01 Term

The term ("Term") of this Agreement shall be twenty five (25) years. The Term shall begin on July 1, 2009, regardless of whether the Effective Date is before or after that date, and shall end on June 30, 2034. Except as provided in Article 9, the term of all Individual Water Sales Contracts shall also begin on July 1, 2009 and end on June 30, 2034.

2.02 Extension and Renewal of Term

A. In December 2031, the SFPUC may provide written notice to the Wholesale Customers that it is willing to extend the Term of this Agreement. Between January 1, 2032 and June 30, 2032, any Wholesale Customer may accept the SFPUC's offer to extend the Term by providing a written notice of extension to the SFPUC. If such notices of extension are received from Wholesale Customers representing at least two-thirds in number as of June 30, 2032 and seventy five percent (75%) of the quantity of water delivered by the SFPUC to all Wholesale Customers during fiscal year 2030-31, the Term shall be extended for another five (5) years ("First Extension Term"), through June 30, 2039. No party to this Agreement which does not wish to remain a party during the Extension Term shall be compelled to do so by the actions of other parties under this section.

B. In December 2036, the SFPUC may provide written notice to the Wholesale Customers that it is willing to extend the Term of this Agreement. Between January 1, 2037 and June 30, 2037, any Wholesale Customer may accept the SFPUC's offer to extend the Term by providing a written notice of extension to the SFPUC. If such notices of extension are received from Wholesale Customers representing at least two-thirds in number as of June 30, 2037 and seventy five percent (75%) of the quantity of water delivered by the SFPUC to all Wholesale Customers during fiscal year 2035-36, the Term shall be extended for another five (5) years ("Second Extension Term"), through June 30, 2044. No party to this Agreement which does not wish to remain a party during the Extension Term shall be compelled to do so by the actions of other parties under this section.

C. After the expiration of the Term, and, if applicable, the Extension Terms, this Agreement may be renewed by mutual consent of the parties, subject to any modifications thereof which may be determined at that time. If fewer than all of the parties desire to renew this Agreement beyond its Term, with or without modifications, the SFPUC and the Wholesale

Customers who wish to extend the Agreement shall be free to do so, provided that no party to this Agreement which does not wish to become a party to such a renewed Agreement shall be compelled to do so by the actions of other parties under this section.

2.03 Amendments

A. Amendments to Agreement; General

1. This Agreement may be amended with the written consent of all parties.
2. This Agreement may also be amended with the written consent of San Francisco and of Wholesale Customers representing at least two-thirds in number (i.e., 18 as of July 1, 2009) and seventy five percent (75%) of the quantity of water delivered by San Francisco to all Wholesale Customers during the fiscal year immediately preceding the amendment.
3. No amendment which adversely affects a Fundamental Right of a Wholesale Customer may be made without the written consent of that customer. Amendments to Article 5 which merely affect the allocation of costs between City Retail customers on the one hand and Wholesale Customers collectively on the other, and amendments to Articles 6 and 7 which merely alter budgetary, accounting and auditing procedures do not affect Fundamental Rights and may be made with the consent of parties meeting the requirements of Section 2.03.A.2.
4. When an amendment has been approved by San Francisco and the number of Wholesale Customers required in Section 2.03.A.2, San Francisco shall notify each of the Wholesale Customers in writing of the amendment's adoption. Notwithstanding any provision of law or this Agreement, any Wholesale Customer that claims that the amendment violates its Fundamental Rights under Section 2.03.A.3, shall have 30 days from the date San Francisco delivers the notice of its adoption in which to challenge the amendment's validity through a judicial action. If no such action is filed within 30 days, the amendment shall be finally and conclusively deemed to have been adopted in compliance with this section.

B. Amendments to Article 9

1. Notwithstanding the provisions of Sections 2.03.A.2 and 2.03.A.3, any provision of Article 9 which applies only to an individual Wholesale Customer may be amended with the written concurrence of San Francisco and the Wholesale Customer to which it applies;

provided that the amendment will not, directly or indirectly, adversely affect the Fundamental Rights of the other Wholesale Customers.

2. Before making any such amendment effective, San Francisco shall give notice, with a copy of the text of the proposed amendment, to all other Wholesale Customers. The Wholesale Customers shall have 30 days in which to object to the amendment on the ground that it is not permissible under this subsection. If no such objection is received by San Francisco, the proposed amendment shall become effective. If one or more Wholesale Customers object to the amendment, San Francisco, the individual Wholesale Customer with which San Francisco intends to effect the amendment, and the Wholesale Customer(s) which lodged the objection shall meet to discuss the matter.

3. If the dispute cannot be resolved and San Francisco and the Wholesale Customer involved elect to proceed with the amendment, either San Francisco or the Wholesale Customer shall give written notice of such election to each Wholesale Customer that has objected. Any Wholesale Customer that has objected to such amendment shall have 30 days from receipt of this notice within which to commence an action challenging the validity of such amendment, and such amendment shall be deemed effective as of the end of this 30-day period unless restrained by order of court.

C. **Amendments to Attachments.** The following attachments may be amended with the written concurrence of San Francisco and BAWSCA on behalf of the Wholesale Customers:

<u>Attachment</u>	<u>Name</u>
G	January 2006 Water Quality Notification and Communications Plan
J	Water Use Measurement and Tabulation
L-1	Identification of WSIP Projects as Regional/Retail
N-1	Balancing Account/Rate Setting Calculation Table
N-2	Wholesale Revenue Requirement Schedules
N-3	Schedule of Projected Water Sales, Wholesale Revenue Requirement and Wholesale Rates
P	Management Representation Letter

Amendments to these attachments shall be approved on behalf of San Francisco by the Commission and on behalf of BAWSCA by its Board of Directors, unless the Commission by resolution delegates such authority to the General Manager of the SFPUC or the Board of Directors by resolution delegates such authority to the General Manager/CEO of BAWSCA.

D. Amendments to Individual Water Sales Contracts. Individual Water Sales Contracts described in Section 9.01 may be amended with the written concurrence of San Francisco and the Wholesale Customer which is a party to that Individual Water Sales Contract; provided that the amendment is not inconsistent with this Agreement or in derogation of the Fundamental Rights of other Wholesale Customers under this Agreement.

Article 3. Water Supply

3.01 Supply Assurance

A. San Francisco agrees to deliver water to the Wholesale Customers up to the amount of the Supply Assurance. The Supply Assurance is for the benefit of the entities listed in Section 1.02, irrespective of whether or not they have executed this Agreement. Water delivered by San Francisco to Retail Customers shall not be included in the Supply Assurance. Until December 31, 2018, the foregoing commitment is subject to Article 4.

B. Both the Supply Assurance and the Individual Supply Guarantees identified in Section 3.02 are expressed in terms of daily deliveries on an annual average basis and do not themselves constitute a guarantee by San Francisco to meet peak daily or hourly demands of the Wholesale Customers, irrespective of what those peak demands may be. The parties acknowledge, however, that the Regional Water System has been designed and constructed to meet peak daily and hourly demands and that its capacity to do so has not yet been reached. San Francisco agrees to operate the Regional Water System to meet peak requirements of the Wholesale Customers to the extent possible without adversely affecting its ability to meet peak demands of Retail Customers. This Agreement shall not preclude San Francisco from undertaking to meet specific peak demand requirements of individual Wholesale Customers in their Individual Water Sales Contracts.

C. The Supply Assurance is perpetual and shall survive the expiration or earlier termination of this Agreement. Similarly, the Individual Supply Guarantees identified in Section 3.02 and/or the Individual Water Sales Contracts are perpetual and shall survive the expiration or earlier termination of this Agreement or the Individual Water Sales Contracts.

D. Notwithstanding the Supply Assurance established by this section, the Individual Supply Guarantees identified in Section 3.02 and the Individual Water Sales Contracts, the amount of water made available by San Francisco to the Wholesale Customers is subject to reduction, to the extent and for the period made necessary by reason of water shortage, Drought, Emergencies, or by malfunctioning or rehabilitation of facilities in the Regional Water System. Any such reduction will be implemented in accordance with Section 3.11. The amount of water made available to the Wholesale Customers may not be reduced, however, merely because the water recycling and groundwater projects which the WSIP envisions to be constructed within San Francisco, or the conservation programs intended to reduce water use

by Retail Customers that are included in the WSIP, do not generate the yield or savings (10 MGD combined) anticipated by San Francisco.

3.02 Allocation of Supply Assurance

A. Pursuant to Section 7.02 of the 1984 Agreement, a portion of the Supply Assurance has been allocated among 24 of the 27 Wholesale Customers. These Individual Supply Guarantees are also expressed in terms of annual average metered deliveries of millions of gallons per day and are listed in Attachment C.

B. Three Wholesale Customers do not have Individual Supply Guarantees. The cities of San Jose and Santa Clara do not have an Individual Supply Guarantees because San Francisco has provided water to them on a temporary and interruptible basis as described in Sections 4.05 and 9.06. The City of Hayward does not have an Individual Supply Guarantee because of the terms of the 1962 contract between it and San Francisco, as further described in Section 9.03.

C. If the total amount of water delivered by San Francisco to Hayward and to the Wholesale Customers that are listed on Attachment C exceeds 184 MGD over a period of three consecutive fiscal years (i.e., July 1 through June 30), then the Individual Supply Guarantees of those Wholesale Customers listed on Attachment C shall be reduced pro rata so that their combined entitlement and the sustained use by Hayward does not exceed 184 MGD. The procedure for calculating the pro rata reduction in Individual Supply Guarantees is set out in Attachment D.

1. The provisions of this subsection C are not in derogation of the reservation of claims to water in excess of the Supply Assurance which are contained in Section 8.07. Nor do they constitute an acknowledgement by Wholesale Customers other than Hayward that San Francisco is obligated or entitled to reduce their Individual Supply Guarantees in the circumstances described herein. The provisions of this subsection C shall, however, be operative unless and until a court determines that its provisions violate rights of the Wholesale Customers derived independently of this Agreement.

2. The foregoing paragraph is not intended to and shall not constitute a contractual commitment on the part of San Francisco to furnish more water than the Supply Assurance to the Wholesale Customers or a concession by San Francisco that the provisions of this subsection violate any rights of the Wholesale Customers.

D. Notwithstanding the reservation of claims contained in Sections 3.02.C and 8.07, it shall be the responsibility of each Wholesale Customer to limit its purchases of water from San Francisco so as to remain within its Individual Supply Guarantee. San Francisco shall not be liable to any Wholesale Customer or be obligated to supply more water to any Wholesale Customer individually or to the Wholesale Customers collectively than the amount to which it or they are otherwise entitled under this Agreement due to the use by any Wholesale Customer of more water than the amount to which it is entitled under this Agreement.

E. San Francisco shall install such new connections between the Regional Water System and the distribution system of any Wholesale Customer that are necessary to deliver the quantities of water to which the Wholesale Customer is entitled under this Agreement. San Francisco shall have the right to determine the location of such connections, in light of the need to maintain the structural integrity of the Regional Water System and, where applicable, the need to limit peaking directly off of Regional Water System pipelines by a Wholesale Customer's individual retail customers, the need to ensure that a Wholesale Customer's individual retail customers have access to alternative sources of water in the event of a reduction in San Francisco's ability to provide them with water, and other factors which may affect the desirability or undesirability of a particular location. San Francisco's decisions regarding the location of new connections and the location, size and type of any new meters shall not be reviewable by a court except for an abuse of discretion or failure to provide a Wholesale Customer with connections and meters adequate to deliver the quantity of water to which it is entitled under this Agreement.

3.03 Wholesale Customer Service Areas

A. Each of the Individual Water Sales Contracts described in Section 9.01 will contain, as an exhibit, a map of the Wholesale Customer's service area. A Wholesale Customer may not deliver water furnished to it by San Francisco outside the boundary of its service area without the prior written consent of San Francisco, except for deliveries to another Wholesale Customer on an emergency and temporary basis pursuant to Section 3.07.B.

B. If a Wholesale Customer wishes to expand its service area, it shall request San Francisco's consent to the expansion and provide information reasonably requested by San Francisco about the amount of water projected to be purchased from San Francisco to meet demand within the area proposed to be added to the service area.

C. San Francisco may refuse a Wholesale Customer's request to expand its service area on any reasonable basis. If San Francisco denies a request by a Wholesale Customer to expand its service area, or fails to act on the request for six months after it has been submitted, the Wholesale Customer may challenge San Francisco's denial or delay in court. Such a challenge may be based on the Wholesale Customers' claim, reserved in Section 8.07, that San Francisco is obligated under federal or state law to furnish water, included within its Individual Supply Guarantee, to it for delivery outside its then-existing service area and that it is entitled to enlarge its service area to supply water to such customers. San Francisco reserves the right to contest any such claim on any applicable ground. This subsection does not apply to San Jose and Santa Clara, whose maximum service areas are fixed pursuant to Section 9.06.

D. This section will not prevent San Francisco and any Wholesale Customer, other than San Jose and Santa Clara, from agreeing in an Individual Water Sales Contract or an amendment thereto that:

- the Wholesale Customer may expand its service area without subsequent San Francisco approval to a definitive size but no larger, or
- the Wholesale Customer will not expand its service area beyond its present limits without San Francisco approval

and waiving the provisions of this section with respect to any additional expansion.

E. If two or more Wholesale Customers agree to adjust the boundaries of their respective service areas so that one assumes an obligation to serve customers in an area that was previously within the service area of another Wholesale Customer, they may also correspondingly adjust their respective Individual Supply Guarantees. Such adjustments are not subject to the requirements of Section 3.04 and shall require only the consent of San Francisco and the Wholesale Customers involved, so long as the Supply Assurance and the Individual Supply Guarantees of other Wholesale Customers are not affected. Service area boundary adjustments that would result in the expansion of any California Water Service Company service areas are subject to the requirements of Section 9.02.D. Any adjustment of service area boundaries that would result in the supply of water in violation of this Agreement or the Act shall be void.

F. San Francisco acknowledges that it has heretofore consented in writing to deliveries of water by individual Wholesale Customers outside their service area boundaries and

agrees that nothing in this Agreement is intended to affect such prior authorizations, which remain in full force and effect according to their terms. Such authorizations shall be identified in the Individual Water Sales Contracts.

3.04 Permanent Transfers of Individual Supply Guarantees

A. A Wholesale Customer that has an Individual Supply Guarantee may transfer a portion of it to one or more other Wholesale Customers, as provided in this section.

B. Transfers of a portion of an Individual Supply Guarantee must be permanent. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of portions of individual Supply Guarantees are subject to approval by the SFPUC. SFPUC review is limited to determining (1) whether a proposed transfer complies with the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

D. The participants in a proposed transfer shall provide notice to the SFPUC specifying the amount of the Individual Supply Guarantee proposed to be transferred, the proposed effective date of the transfer, which shall not be less than 60 days after the notice is submitted to the SFPUC, and the Individual Supply Guarantees of both participants resulting from the transfer. The SFPUC may require additional information reasonably necessary to evaluate the operational impacts of the transfer. The SFPUC will not unreasonably withhold or delay its approval; if the SFPUC does not act on the notice within 60 days, the transfer will be deemed to have been approved.

E. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide notice to the SFPUC and BAWSCA. By September 30 of each year during the Term, the SFPUC and BAWSCA will prepare an updated Attachment C to reflect transfers occurring during the immediately preceding fiscal year.

F. Amounts transferred will remain subject to pro rata reduction under the circumstances described in Section 3.02.C and according to the formula set forth in Attachment D.

3.05 Restrictions on Resale

Each Wholesale Customer agrees that it will not sell any water purchased from San Francisco to a private party for resale by such private party to others in violation of the Act.

Each Wholesale Customer also agrees that it will not sell water purchased from San Francisco to another Wholesale Customer without prior written approval of the SFPUC, except on a temporary and emergency basis as permitted in Section 3.07.B.2. The SFPUC agrees that it will not unreasonably withhold its consent to a request by a Wholesale Customer to deliver water to another Wholesale Customer for resale.

3.06 Conservation; Use of Local Sources; Water Management Charge

A. In order to support the continuation and expansion of water conservation programs, water recycling, and development of alternative supplies within the Wholesale Customers' service areas, the SFPUC will, if requested by BAWSCA, include the Water Management Charge in water bills sent to Wholesale Customers. The SFPUC will deliver all Water Management Charge revenue to BAWSCA monthly and shall deliver an annual accounting of Water Management Charge revenue to BAWSCA within 90 days after the end of each fiscal year. The SFPUC's obligations to collect and deliver Water Management Charge revenue to BAWSCA under this subsection are conditioned on BAWSCA's delivery to the SFPUC of an annual report describing the projects and programs on which Water Management Charge funds received from the SFPUC during the previous fiscal year were expended and an estimate of the amount of water savings attributable to conservation programs and of the yield of alternative supplies developed. This report will be due within 180 days after the end of each fiscal year during which Water Management Charge funds were received.

B. The SFPUC will work together with BAWSCA to explore ways to support water conservation programs, recycling projects, and conjunctive use alternatives outside the Wholesale Service Area, in particular projects and programs that have the potential to increase both flows in the lower Tuolumne River (downstream of New Don Pedro Reservoir) and water deliveries to the Regional Water System.

C. Each Wholesale Customer shall take all actions within its legal authority related to water conservation that are necessary to insure that the SFPUC (a) remains eligible for (i) state and federal grants and (ii) access to the Drought Water Bank operated by the California Department of Water Resources, as well as other Drought-related water purchase or transfer programs, and (b) complies with future legal requirements imposed on the Regional Water System by the federal government, the State, or any other third party as conditions for receiving funding or water supply.

D. San Francisco and each Wholesale Customer agree that they will diligently apply their best efforts to use both surface water and groundwater sources located within their respective service areas and available recycled water to the maximum feasible extent, taking into account the environmental impacts, the public health effects and the effects on supply reliability of such use, as well as the cost of developing such sources.

3.07 Restrictions on Purchases of Water from Others; Minimum Annual Purchases

A. Each Wholesale Customer (except for Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale) agrees that it will not contract for, purchase or receive, with or without compensation, directly or indirectly, from any person, corporation, governmental agency or other entity, any water for delivery or use within its service area without the prior written consent of San Francisco.

B. The prohibition in subsection A does not apply to:

1. recycled water;
2. water necessary on an emergency and temporary basis, provided that the Wholesale Customer promptly gives San Francisco notice of the nature of the emergency, the amount of water that has been or is to be purchased, and the expected duration of the emergency; or
3. water in excess of a Wholesale Customer's Individual Supply Guarantee.

C. Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale may purchase water from sources other than San Francisco, provided that San Francisco shall require that each purchase a minimum annual quantity of water from San Francisco. These minimum quantities are set out in Attachment E and shall also be included in the Individual Water Sales Contracts between San Francisco and each of these four Wholesale Customers. The minimum purchase requirement in these Individual Water Sales Contracts will be waived during a Drought or other period of water shortage if the water San Francisco makes available to these Wholesale Customers is less than its minimum purchase quantity.

3.08 Water Quality

A. San Francisco shall deliver treated water to Wholesale Customers (except Coastside County Water District, which receives untreated water from Crystal Springs and Pilarcitos Reservoirs) that complies with primary maximum contaminant level and treatment

technique standards at the regulatory entry points designated in the San Francisco Regional Water System Domestic Water Supply Permit (currently Permit No. 02-04-04P3810001) issued by the California Department of Public Health (CDPH).

B. San Francisco will provide notice to the Wholesale Customers in accordance with the Water Quality Notification and Communications Plan (current version dated January 2006), attached hereto as Attachment G. San Francisco will regularly update its plan in consultation with the Wholesale Customers and the CDPH. The next update will be completed one year after the Effective Date and include expanded coverage of secondary maximum contaminant level exceedances and water quality communication triggers. The plan will note that the Wholesale Customers will receive the same notification no later than the San Francisco water system (currently Permit No. 02-04-01P3810011) except for distribution-related issues.

C. San Francisco and the Wholesale Customers will establish a Water Quality Committee. The Water Quality Committee will meet at least quarterly to collaboratively address water quality issues, such as Water Quality Notification and Communications Plan updates, regulatory issues, and water quality planning studies/ applied research. San Francisco and each Wholesale Customer will designate a representative to serve on the committee. There will be a Chair and Vice Chair position for the Water Quality Committee. The Chair and Vice Chair positions will be held by San Francisco and the Wholesale Customers and rotate between them on an annual basis.

3.09 Completion of WSIP

San Francisco will complete construction of the physical facilities in the WSIP by December 31, 2015. The SFPUC agrees to provide for full public review and comment by local and state interests of any proposed changes that delay previously adopted project completion dates or that delete projects. The SFPUC shall meet and consult with BAWSCA before proposing to the Commission any changes in the scope of WSIP projects which reduce their capacity or ability to achieve adopted levels of service goals. The SFPUC retains discretion to determine whether to approve the physical facilities in the WSIP until after it completes the CEQA process as set forth in Section 4.07.

3.10 Regional Water System Repair, Maintenance and Operation

A. San Francisco will keep the Regional Water System in good working order and repair consistent with prudent utility practice.

B. San Francisco will submit reports to its Retail and Wholesale Customers on the "State of the Regional Water System," including reports on completed and planned maintenance, repair or replacement projects or programs, by September of every even-numbered year, with reports to start in September 2010.

C. San Francisco will cooperate with any audit of the SFPUC's asset management practices that may be initiated and financed by BAWSCA or the Wholesale Customers. BAWSCA may contract with third parties to conduct the audits. San Francisco will consider the findings and recommendations of such audits and will provide a written response indicating agreement with the recommendations, or disagreement with particular recommendations and the reasons why, within 90 calendar days after receipt.

D. San Francisco will continue to operate its reservoirs in a manner that assigns higher priority to the delivery of water to the Bay Area and the environment than to the generation of electric power. The SFPUC, as the Regional Water System operator, is solely responsible for making day-to-day operational decisions.

3.11 Shortages

A. Localized Water Reductions. Notwithstanding San Francisco's obligations to deliver the Supply Assurance to the Wholesale Customers collectively and the Individual Supply Guarantees to Wholesale Customers individually, San Francisco may reduce the amount of water available or interrupt water deliveries to specific geographical areas within the Regional Water System service area to the extent that such reductions are necessary due to Emergencies, or in order to install, repair, rehabilitate, replace, investigate or inspect equipment in, or perform other maintenance work on, the Regional Water System. Such reductions or interruptions may be imposed by San Francisco without corresponding reductions or interruptions in the amount of water available to SFPUC water users outside the specific geographical area where reductions or interruptions are necessary, if the system's ability to supply water outside the specific geographical area has not been impaired. In the event of such a reduction or interruption, San Francisco will restore the supply of water to the specific geographical area as soon as is possible. Except in cases of Emergencies (during which oral notice shall be sufficient), San Francisco will give the affected Wholesale Customer(s) reasonable written notice of such localized reductions or interruptions, the reasons therefor, and the probable duration thereof.

B. System-Wide Shortages and SFPUC Response to Regional Emergencies.

Following a major system emergency event, the SFPUC will work closely with its Wholesale Customers to monitor customer demand, including the demand source. In the event that any individual Wholesale Service Area or Retail Service Area customer's uncontrolled distribution system leaks could result in major water waste and endanger the supply provided by the Regional Water System as a whole, flow through some customer connections may need to be temporarily reduced or terminated. SFPUC will work closely with customers to assess the nature of the demand (e.g. fire-fighting versus leakage), so that public health and safety protection can be given top priority.

1. All emergencies that require use of non-potable source water will require use of chlorine, or other suitable disinfectant, if feasible.

2. San Francisco will use its best efforts to meet the seismic reliability and delivery reliability level of service goals adopted by the Commission in conjunction with the WSIP. San Francisco will distribute water on an equitable basis throughout the Regional Water System service area following a regional Emergency, subject to physical limitations caused by damage to the Regional Water System.

3. San Francisco's response to Emergencies will be guided by the then-current version of the ERRP. The SFPUC shall periodically review, and the Commission may amend, the ERRP to ensure that it remains an up-to-date and effective management tool.

4. The SFPUC will give the Wholesale Customers notice of any proposal to amend the ERRP in a manner that would affect them. The notice will be delivered at least thirty days in advance of the date on which the proposal is to be considered by the Commission and will be accompanied by the text of the proposed amendment.

C. Shortages Caused by Drought; Acquisition of Dry Year Supplies.

Notwithstanding San Francisco's obligations to deliver the Supply Assurance to the Wholesale Customers collectively and the Individual Supply Guarantees to Wholesale Customers individually, San Francisco may reduce the amount of water available to the Wholesale Customers in response to Drought.

1. The Tier 1 Shortage Plan (Attachment H) will continue to be used to allocate water from the Regional Water System between Retail and Wholesale Customers during system-wide shortages of 20% or less.

2. San Francisco and the Wholesale Customers may negotiate in good faith revisions to the Tier 1 Shortage Plan to adjust for and accommodate anticipated changes due to demand hardening in the SFPUC's Wholesale and Retail Service Areas. Until agreement is reached, the current Tier 1 Shortage Plan will remain in effect.

3. The SFPUC will honor allocations of water among the Wholesale Customers ("Tier 2 Allocations") provided by BAWSCA or if unanimously agreed to by all Wholesale Customers. If BAWSCA or all Wholesale Customers do not provide the SFPUC with Tier 2 Allocations, then the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers. For Regional Water System shortages in excess of 20%, San Francisco shall (a) follow the Tier 1 Shortage Plan allocations up to the 20% reduction, (b) meet and discuss how to implement incremental reductions above 20% with the Wholesale Customers, and (c) make a final determination of allocations above the 20% reduction. After the SFPUC has made the final allocation decision, the Wholesale Customers shall be free to challenge the allocation on any applicable legal or equitable basis.

4. San Francisco will use its best efforts to identify potential sources of dry year water supplies and establish the contractual and other means to access and deliver those supplies in sufficient quantity to meet a goal of not more than 20 percent system-wide shortage in any year of the design drought.

5. San Francisco will cooperate with BAWSCA to improve water supply reliability. As an example of such cooperation, San Francisco may invite a representative of BAWSCA to attend and participate in meetings with third parties for development of dry year water supplies. If San Francisco does not invite a BAWSCA representative to attend a specific scheduled meeting, it will promptly (within 30 days of any such meeting) provide BAWSCA with a written or oral report on the meeting, including any decisions reached at it, as well as information about planned subsequent meetings. Progress in securing dry year water supplies will be reported to the SFPUC and the BAWSCA board of directors during the first quarter of each calendar year.

3.12 Wheeling of Water from Outside SFPUC System

Subject to the Wheeling Statute, the SFPUC will not deny use of Regional Water System unused capacity for wheeling when such capacity is available for wheeling purposes during

periods when the SFPUC has declared a water shortage emergency under Water Code Section 350 if the following conditions are met:

A. The transferor pays reasonable charges incurred by the SFPUC as a result of the wheeling, including capital, operation, maintenance, administrative and replacement costs (as such are defined in the Wheeling Statute).

B. Wheeled water that is stored in the Regional Water System spills first.

C. Wheeled water will not unreasonably: (1) impact fish and wildlife resources in Regional Water System reservoirs; (2) diminish the quality of water delivered for consumptive uses; or (3) increase the risk of exotic species impairing Regional Water System operations. The transferor may at its own expense provide for treatment to mitigate these effects.

D. Priority will be given to wheeling by Wholesale Customers or BAWSCA over arrangements for third-party public entities.

3.13 Limits on New Customers

A. New Wholesale Customers Prior to December 31, 2018. Until December 31, 2018, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;

2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD; and

3. This Agreement is amended to incorporate any commitments to proposed new wholesale customers and to San Jose and Santa Clara, and to address the effects, if any, of the new customer(s) on water supply reliability, water quality and cost to existing customers of the Regional Water System.

B. New Wholesale Customers After December 31, 2018. As of January 1, 2019, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;
2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD;
3. Doing so increases the reliability of the Regional Water System; and
4. This Agreement is concurrently amended (a) to reflect that increased reliability by means of an increased commitment by San Francisco to deliver water during Droughts and (b) to address the effects, if any, of the new customer(s) on water supply, water quality and cost to existing customers of the Regional Water System.

C. **New Retail Customers.** San Francisco may enter into new retail water service obligations outside of the City and County of San Francisco:

1. Only in Alameda, San Mateo, Santa Clara, San Joaquin and Tuolumne Counties;
2. That are within or immediately adjacent to areas in which it currently serves other Retail Customers; and
3. Until the aggregate additional demand represented by the new retail customers reaches 0.5 MGD.

The limitations on serving new Retail Customers described in this subsection do not apply to historical obligations to supply water that may be contained in prior agreements between the SFPUC or its predecessor the Spring Valley Water Company, and individual users or property owners located adjacent to Regional Water System transmission pipelines.

D. **Water Exchanges and Cost Sharing Agreements with Other Water Suppliers.** Subject to completion of necessary environmental review under CEQA, San Francisco may at any time enter into water exchanges or cost sharing agreements with other water suppliers to enhance dry year or normal year water deliveries, provided that San Francisco cannot incur new water service obligations to such other water suppliers unless the requirements for taking on new wholesale customers in subsections A and B above are met.

3.14 Measurement of Water

A. The parties recognize that continuous and accurate measurement of water deliveries to and from the Regional Water System and maintenance of complete and accurate records of those measurements is necessary (1) for the costs of the Regional Water System to be allocated in accordance with this Agreement, (2) for implementation of other provisions of this Agreement, and (3) for effective operation and maintenance of a water system serving a large urbanized region.

B. It is the responsibility of the SFPUC to obtain and record these measurements. To do so, the SFPUC shall install, maintain and operate measuring and recording equipment at the following locations: (1) inputs to the Regional Water System from all water sources ("System Input Meters"), (2) internal flow meters to support operation of the Regional Water System ("In-Line Meters"), (3) deliveries to the City at the San Francisco-San Mateo County line ("County-Line Meters") and to three reservoirs in San Francisco ("In-City Terminal Reservoir Meters"), (4) deliveries to SFPUC Retail Customers located outside the boundaries of the City, and (5) deliveries to the Wholesale Customers, as described and illustrated in Attachment J.

C. The SFPUC shall inspect, test, service, and calibrate the measuring and recording equipment installed at the locations described in subsection B and will repair or replace them when necessary, in order to ensure that their accuracy is consistent with specifications provided in Attachment J.

D. The SFPUC shall continue to contract with a qualified independent metering consultant to perform periodic inspection, testing, servicing and calibration of the County-Line Meters, the In-City Terminal Reservoir Meters, and the System Input and In-Line Meters described in Attachment J, as well as the portion of the SFPUC's Supervisory Control and Data Acquisition (SCADA) system that utilizes the flow signals produced by that measuring and recording equipment. The method, schedule and frequency for calibration and maintenance of the County-Line Meters and the In-City Terminal Reservoir Meters are specified in Attachment J. The SFPUC shall provide copies of the metering consultant's reports to BAWSCA.

E. System Input Meters measure water deliveries into the Regional Water System from sources such as Hetch Hetchy and the SFPUC's water treatment plants. System Input Meters also measure deliveries from the Regional Water System to outside sources or from

such sources to the Regional Water System through interties with the Santa Clara Valley Water District and the East Bay Municipal Utility District. In-Line Meters measure internal system flows and are located on the Bay Division Pipelines and other main transmission pipelines. These meters are collectively referred to as the "System Input and In-line Meters." Similar to the County-Line Meters, the System Input and In-Line Meters have secondary metering equipment, such as differential pressure transmitters and flow recorders. The System Input and In-Line Meters, and all associated secondary metering equipment, shall be calibrated and maintained according to the method, schedule, and frequency specified in the Procedures Manual described in subsection G, below.

F. The locations of the smaller and more numerous meters described in subsection B (4) and (5) are not illustrated in Attachment J; however, they are also critical in the determination of cost allocations, and accordingly require continued maintenance and calibration. It is the responsibility of the SFPUC to maintain the accuracy of these meters and their secondary metering equipment.

G. The SFPUC will prepare a Procedures Manual which will describe in detail the procedures for periodic inspection, testing, servicing and calibration of the measuring and recording equipment described in subsection B. Once the Procedures Manual is completed, the SFPUC and BAWSCA may agree that it should supersede some or all of the requirements in Attachment J regarding the County-Line and the In-City Terminal Reservoir Meters. Unless and until such an agreement is reached and documented, however, the requirements in Attachment J, Section D will continue in force as minimum standards for meter maintenance and calibration of the County-Line and In-City Terminal Reservoir Meters (subject to modification under the circumstances described in Attachment J, Section A.4).

H. If BAWSCA and the SFPUC are unable to agree on the water use calculations required by Attachment J for a particular year, the Wholesale Customers may file a demand for arbitration challenging the SFPUC's determination of the Wholesale Revenue Requirement for that year on the basis of its reliance on disputed water use calculations. Such a challenge must be brought in the manner and within the time specified in Section 8.01.

3.15 New Sources of Water Supply to Maintain Supply Assurance

A. Urgent Reductions of Existing Surface Water Supplies. Sudden and unanticipated events may require San Francisco to act promptly to protect the health, safety and

economic well-being of its Retail and Wholesale Customers. Such sudden events include, but are not limited to drought, earthquakes, terrorist acts, catastrophic failures of facilities owned and operated by San Francisco, and other natural or man-made events. If such events diminish San Francisco's ability to maintain the Supply Assurance, San Francisco may increase the Wholesale Revenue Requirement to pay for planning, evaluation and implementation of replacement sources of supply when such needs arise and without the prior approval of the Wholesale Customers. San Francisco will keep the Wholesale Customers informed of actions being taken under this subsection, progress made, and contingency actions the Wholesale Customers may need to consider taking. To the extent appropriate and applicable, San Francisco will act in accordance with Section 3.11 and the ERRP. Nothing in this subsection limits San Francisco's obligations under Section 3.11 to pursue additional sources of supply to augment supplies available during drought.

B. Non-Urgent Reductions of Existing Surface Water Supplies. Climate change, regulatory actions and other events may impact San Francisco's ability to maintain the Supply Assurance from its existing surface water supplies, but on timescales long enough to permit San Francisco to collaborate with its Wholesale Customers on how best to address possible impacts to water supply. If such events diminish San Francisco's ability to maintain the Supply Assurance, San Francisco may increase the Wholesale Revenue Requirement to pay for planning, evaluation and implementation of replacement sources of supply when such needs arise and without the prior approval of the Wholesale Customers. San Francisco will keep the Wholesale Customers informed of actions being taken under this subsection, progress made, and contingency actions the Wholesale Customers may need to consider taking. San Francisco will solicit input and recommendations from BAWSCA and the Wholesale Customers, and take those recommendations into consideration. Prior to Commission approval of plans or taking other actions that would impact the Wholesale Revenue Requirement, San Francisco will hold a public hearing to receive written and oral comments. Nothing in this subsection modifies San Francisco's obligation to maintain the ability to provide the Supply Assurance under this Agreement.

3.16 New Sources of Water Supply to Increase Supply Assurance

A. Surface Water Supplies From Existing Watersheds After 2018. The Commission action in SFPUC Resolution Number 08-0200, adopted October 30, 2008 requires certain decisions by San Francisco regarding whether to supply more than 265 MGD from its

watersheds following 2018. Such decisions are to be made by December 31, 2018, subject to the exercise of San Francisco's retained CEQA discretion in Section 4.07. San Francisco's future decisions may include an offer to increase the Supply Assurance at the request of some or all of its Wholesale Customers. Costs associated with providing additional water from its existing water supplies in San Mateo, Santa Clara, Alameda, Tuolumne, and Stanislaus Counties shall be allocated to Wholesale and Retail Customers as described in Article 5.

B. New Water Supplies. If San Francisco seeks to develop additional water supplies from new sources to increase the Supply Assurance available to Wholesale Customers, studies and resulting water supply projects will be conducted jointly with BAWSCA under separate agreement(s) specifying the purpose of the projects, the anticipated regional benefits and how costs of studies and implementation will be allocated and charged. Nothing in this Agreement shall serve as precedent for the allocation of such new supply capital costs between Retail and Wholesale Customers or associated operational expenses, which shall only occur following approval of both parties and amendment of this Agreement, if necessary, under Section 2.03.

3.17 Westside Basin Conjunctive Use Program

Subject to completion of necessary CEQA review as provided in Section 4.07, the SFPUC may enter into an agreement with the cities of Daly City and San Bruno and the California Water Service Company, South San Francisco Service Area ("Participating Pumpers") governing the operation of the South Westside Basin Conjunctive Use Program ("Program"), a WSIP Project. The Program would produce Regional benefits for all customers of the Regional Water System by making use of available groundwater storage capacity in the Southern portion of the Westside Basin through the supply of additional surface water ("In Lieu Water") to the Participating Pumpers from the Regional Water System, in exchange for a corresponding reduction in groundwater pumping at existing wells owned by the Participating Pumpers. The new groundwater supply that would accrue to storage as a result of delivery of In Lieu Water would then be recovered from the SFPUC basin storage account during water shortages using new SFPUC Regional Program wells operated by the Participating Pumpers and the SFPUC. Program annual operations and maintenance expenses and water supplies are expected to be allocated as follows:

A. All In Lieu Water delivered to the Participating Pumpers shall be (1) temporary and interruptible in nature and (2) at the sole discretion of the SFPUC based on the total volume of water available to the Regional Water System.

B. All In Lieu Water delivered to the Participating Pumpers shall be considered a delivery of water to storage and shall not be construed to affect or increase the Individual Supply Guarantees of these wholesale customers or to otherwise entitle them to any claim of water in excess of their Individual Supply Guarantees or their Interim Supply Allocations. Furthermore, Environmental Enhancement Surcharges authorized under Section 4.04 will not be applied by the SFPUC to any quantity of In Lieu Water that is delivered to the Participating Pumpers, but will instead be based solely on Participating Pumper water deliveries in excess of their respective Interim Supply Allocations.

C. Any operation and maintenance expenses incurred by the Participating Pumpers and the SFPUC that are related to the operation of Regional Program wells and related assets shall be included as Regional pumping expenses under Section 5.05.B and included as part of the Wholesale Revenue Requirement. For rate setting purposes, estimated Regional Program operation and maintenance expenses shall be used as set forth in Section 6.01. Operation and maintenance expenses associated with the Participating Pumpers' existing wells that do not provide Regional benefits shall not be included in the Wholesale Revenue Requirement. On a case-by-case basis, the SFPUC may include Participating Pumper existing well operation and maintenance expenses in the Wholesale Revenue Requirement provided that such expenses (1) are solely attributable to Regional Program operations and (2) are not caused by the Participating Pumper's failure to operate and maintain its existing wells in a reasonable and prudent manner consistent with water utility industry standards.

D. The SFPUC will audit operation and maintenance expenses submitted by the Participating Pumpers for reimbursement to confirm that such costs were incurred as a result of operating Regional Program wells and related assets. Costs associated with the use of Program facilities for Direct Retail or Direct Wholesale purposes, or that do not otherwise provide Regional benefits, shall not be included in the Wholesale Revenue Requirement. The SFPUC is responsible for resolving disputes with the Participating Pumpers concerning expense allocations. Program expense documentation, including documentation of negotiation and settlement of disputed costs, will be available for review during the Compliance Audit described

in Section 7.04. The Wholesale Customers may dispute the SFPUC's resolution of expense allocations through the arbitration provisions in Section 8.01 of this Agreement.

E. The SFPUC may direct the Participating Pumpers to recover water from the SFPUC basin storage account for any type of shortage referenced in Section 3.11. Water recovered from the SFPUC basin storage account using Regional Program wells may be used for (1) the benefit of all Regional Water System customers; (2) Retail Customers; or (3) one or more of the Participating Pumpers. The Wholesale Revenue Requirement shall only include operation and maintenance expenses incurred due to the operation of Program wells for Regional benefits.

F. All water recovered from the SFPUC basin storage account by the Participating Pumpers and by the SFPUC for delivery to Retail Customers during Shortages caused by Drought shall be used to free up a comparable volume of surface water from the Regional Water System for allocation in accordance with the Tier 1 Shortage Plan.

G. If the Program is terminated for any reason, including breach of the Program agreement by the Participating Pumpers or SFPUC, or due to regulatory action or legal action, then

1. Any water remaining SFPUC Regional storage account shall be used for the benefit of all customers of the Regional Water System;

2. Outstanding eligible operation and maintenance expenses, including costs incurred during recovery of remaining stored water, will be allocated as provided in this section; and

3. The Wholesale Customers will be credited with their share of proceeds from disposition of Program facilities or reimbursed their share of such capital costs for any Program facilities which are retained by the SFPUC for Direct Retail benefit and not used for the benefit of the Wholesale Customers, on the basis of (a) original cost less depreciation and outstanding related indebtedness or (b) original cost less accumulated depreciation for revenue funded Regional Program facilities.

Article 4. Implementation of Interim Supply Limitation.

4.01 Interim Supply Limitation Imposed by SFPUC

In adopting the WSIP in Res. No. 08-0200, the Commission included full implementation of all proposed WSIP capital improvement projects to achieve level of service goals relating to public health, seismic safety, and delivery reliability, but decided to adopt a water supply element that includes the Interim Supply Limitation. This article describes how the parties will implement the Interim Supply Limitation imposed by the SFPUC between the Effective Date and December 31, 2018.

4.02 Retail and Wholesale Customer Allocations Under Interim Supply Limitation

The Interim Supply Limitation is allocated as follows between Retail and Wholesale Customers:

Retail Customers' allocation:	81 MGD
Wholesale Customers' allocation:	184 MGD

The Wholesale Customers' collective allocation of 184 MGD under the Interim Supply Limitation includes the demand of the cities of San Jose and Santa Clara, whose demand is not included in the Supply Assurance, as provided in Section 3.02.B. By December 31st, 2010, the Commission will establish each Wholesale Customer's Interim Supply Allocation at a public meeting.

4.03 Transfers of Interim Supply Allocations

A. Any Wholesale Customer, including Hayward, may transfer a portion of its Interim Supply Allocation to one or more other Wholesale Customers, as provided in this section. All Wholesale Customers are also eligible transferees, including California Water Service Company up to its Individual Supply Guarantee.

B. Transfers of a portion of an Interim Supply Allocation must be prospective. The duration of a transfer cannot be less than the balance of the fiscal year. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of portions of Interim Supply Allocations are subject to approval by the SFPUC. SFPUC review is limited to determining (1) whether a proposed transfer complies with

the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

D. The participants in a proposed transfer shall provide notice to the SFPUC specifying the amount of the Interim Supply Allocation proposed to be transferred and the proposed effective date of the transfer, which shall not be less than 60 days after the notice is submitted to the SFPUC. The SFPUC may require additional information reasonably necessary to evaluate the operational impacts of the transfer. The SFPUC will not unreasonably withhold or delay its approval; if the SFPUC does not act on the notice within 60 days, the transfer will be deemed to have been approved.

E. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide written notice to the SFPUC and BAWSCA.

F. Transfers of Interim Supply Allocations shall continue in effect until the earlier of (1) delivery of written notice to the SFPUC by the transfer participants that the transfer has been rescinded or (2) December 31, 2018.

4.04 Environmental Enhancement Surcharge

A. Establishment of Environmental Enhancement Surcharge. Beginning with wholesale water rates for fiscal year 2011-2012, and continuing for the duration of the Interim Supply Limitation, the Commission will establish the Environmental Enhancement Surcharge concurrently with the budget-coordinated rate process set forth in Article 6 of this Agreement. The monetary amount of the Environmental Enhancement Surcharge per volume of water, such as dollars per acre-foot, will be equivalent for Retail Customer use in excess of 81 MGD and Wholesale Customer use in excess of 184 MGD. The Environmental Enhancement Surcharge will be simple to calculate so that Wholesale Customers can estimate potential surcharges for budgeting purposes and establish retail rates within their service areas.

B. Application of Environmental Enhancement Surcharge. Beginning in fiscal year 2011-12, the Environmental Enhancement Surcharge will be levied only if and when combined Retail Customer and Wholesale Customer purchases exceed the Interim Supply Limitation of 265 MGD and if the fund described in subsection D below has been established by the San Francisco Board of Supervisors. In that event, the Environmental Enhancement Surcharge will apply to Retail Customers for use in excess of 81 MGD and to individual

Wholesale Customers for use in excess of their Interim Supply Allocations established by the Commission pursuant to Section 4.02.

1. Environmental Enhancement Surcharges related to the Retail Customers' use in excess of their 81 MGD Retail Customer Allocation will be paid by the SFPUC, and no portion of such surcharges may be allocated to Wholesale Customers. The method of recovering the Environmental Enhancement Surcharges imposed upon Retail Customers shall be within the sole discretion of the SFPUC.

2. Environmental Enhancement Surcharges related to the individual Wholesale Customers' use in excess of their respective Interim Supply Allocations will be paid to the SFPUC by individual Wholesale Customers.

C. **Collection of Environmental Enhancement Surcharge.** Notwithstanding the budget-coordinated rate setting process contemplated in Article 6 of this Agreement, the Environmental Enhancement Surcharge for any given year will be determined retrospectively based on actual annual usage during the fiscal year in excess of the Interim Supply Allocation and paid in equal monthly installments over the remainder of the immediately following fiscal year.

D. **Establishment of Fund for Environmental Enhancement Surcharge Proceeds.** Environmental Enhancement Surcharges paid by the SFPUC and by Wholesale Customers will be placed into a restricted reserve fund. The SFPUC will request the San Francisco Board of Supervisors to establish this fund by ordinance and, if adopted, the fund will be subject to the following restrictions:

1. Interest earnings will stay in the reserve fund.
2. The reserve fund shall (a) be subject to automatic appropriation; (b) require unexpended and unencumbered fund balances to be carried forward from year to year; and (c) not be transferred to the San Francisco General Fund.
3. The reserve fund may be used only for specific environmental restoration and enhancement measures for the Sierra and local watersheds, such as those included in the Watershed Environmental Improvement Program.
4. Environmental Enhancement Surcharge proceeds shall be expended in an expeditious manner. Any Environmental Enhancement Surcharge proceeds that remain in

the reserve fund as of December 31, 2018 shall be used to complete projects previously approved under subsection E. Upon completion of the identified projects, the balance of any unexpended sums in the reserve fund shall be distributed to BAWSCA and the SFPUC in proportion to the total amount of surcharges assessed to the Wholesale and Retail Customers, respectively.

E. Use of Environmental Enhancement Surcharge Proceeds. Specific uses of Environmental Enhancement Surcharges will be decided by the SFPUC and BAWSCA General Managers following input from environmental stakeholders and other interested members of the public. If parties are unable to agree, then they will jointly select a third person to participate in making the decision.

4.05 San Jose/ Santa Clara Interim Supply Allocation and Process for Reduction/ Termination.

San Francisco will supply a combined annual average of 9 MGD to the cities of San Jose and Santa Clara through 2018. Water supplied by San Francisco may only be used in the existing defined service areas in the northern portions of San Jose and Santa Clara shown on Attachment Q. San Francisco may reduce the quantity of water specified in this section when it establishes the Interim Supply Allocations for Wholesale Customers in Section 4.02. The establishment of Interim Supply Allocations for San Jose and Santa Clara shall not be considered a reduction of supply within the meaning of this section, provided that the Interim Supply Allocations assigned to San Jose and Santa Clara do not effect a reduction greater than the aggregate average reduction in Individual Supply Guarantees for Wholesale Customers that have such guarantees. The application of Interim Supply Allocations to San Jose and Santa Clara is subject to the following provisions:

A. In December 2010 and in each December thereafter through 2017, the SFPUC shall prepare and the Commission shall consider, at a regularly scheduled public meeting, a Water Supply Development Report detailing progress made toward meeting the Interim Supply Limitation by June 30, 2018.

B. The annual Water Supply Development Report shall be based on water purchase projections and work plans for achieving the Interim Supply Limitation in the Retail and Wholesale Service Areas. The projections and work plans will be prepared by the SFPUC for

the Retail Customers and by BAWSCA for the Wholesale Customers, respectively, and submitted to the Commission in June of each year beginning in 2010.

C. If the Commission finds that the projections in the Water Supply Development Report show that the Interim Supply Limitation will not be met by June 30, 2018, as a result of Wholesale Customers' projected use exceeding 184 MGD, the Commission may issue a conditional five-year notice of interruption or reduction in supply of water to San Jose and Santa Clara.

D. Upon issuance of the conditional notice of interruption or reduction, the SFPUC will prepare a new analysis of water supply that will be utilized by the San Francisco Planning Department in its preparation of any necessary documentation under CEQA pursuant to Section 4.07 on the impacts of interrupting or reducing service to San Jose and Santa Clara.

E. Such notice of interruption or reduction will be rescinded if the Commission finds, based upon a subsequent annual Water Supply Development Report, that sufficient progress has been made toward meeting the Interim Supply Limitation or projections show that the Interim Supply Limitation will be met by June 30, 2018.

F. In no case shall any interruption or reduction of service to San Jose or Santa Clara pursuant to this section become effective less than two years from the completion of the CEQA process (not including resolution of any appeals or litigation) or five years from the notice, whichever is longer. If the five-year notice is issued after 2013, such interruption or reduction would occur after 2018.

G. If deliveries to San Jose and Santa Clara are interrupted, existing turnout facilities to San Jose and Santa Clara will remain in place for possible use during emergencies.

H. San Francisco and the cities of San Jose and Santa Clara will cooperate with BAWSCA and the Santa Clara Valley Water District in the identification and implementation of additional water sources and conservation measures for the cities' service areas that are relevant to the water supply and the possible offer of permanent status for the two cities by the SFPUC.

4.06 San Francisco Decisions in 2018 Regarding Future Water Supply

A. By December 31, 2018, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 that is relevant to making San Jose and Santa Clara

permanent customers of the Regional Water System and will decide whether or not to make San Jose and Santa Clara permanent customers of the Regional Water System. San Francisco will make San Jose and Santa Clara permanent customers only if, and to the extent that, San Francisco determines that Regional Water System long term water supplies are available. In the event that San Francisco decides to afford permanent status to San Jose and Santa Clara, this Agreement will be amended pursuant to Section 2.03.

B. By December 31, 2018, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 and will decide how much water if any, in excess of the Supply Assurance it will supply to Wholesale Customers from the Regional Water System to meet their projected future water demands until the year 2030, and whether to offer a corresponding increase in the Supply Assurance as a result of its determination.

4.07 Retained Discretion of SFPUC and Wholesale Customers

A. This Agreement contemplates discretionary actions that the SFPUC and the Wholesale Customers may choose to take in the future that could result in physical changes to the environment ("Discretionary Actions"). The Discretionary Actions include decisions to:

1. Develop additional or alternate water resources by the SFPUC or one or more Wholesale Customers;
2. Implement the physical facilities comprising the WSIP by December 31, 2015;
3. Approve wheeling proposals by Wholesale Customers;
4. Approve new wholesale customers and water exchange or cost sharing agreements with other water suppliers;
5. Provide additional water to San Jose and/or Santa Clara;
6. Offer permanent status to San Jose and/or Santa Clara;
7. Reduce or terminate supply to San Jose and/or Santa Clara;
8. Provide additional water to Wholesale Customers in excess of the Supply Assurance to meet their projected future water demands; and

9. Offer a corresponding volumetric increase in the Supply Assurance.

The Discretionary Actions may require the SFPUC or Wholesale Customers to prepare environmental documents in accordance with CEQA prior to the SFPUC or the Wholesale Customers determining whether to proceed with any of the Discretionary Actions. Accordingly, and notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement commits the SFPUC or the Wholesale Customers to approve or carry out any Discretionary Actions that are subject to CEQA. Furthermore, the SFPUC's or Wholesale Customers' decisions to approve any of these Discretionary Actions are subject to the requirement that San Francisco and each Wholesale Customer, as either a "Lead Agency" (as defined in Section 21067 of CEQA and Section 15367 of the CEQA Guidelines) or a "Responsible Agency" (as defined in Section 21069 of CEQA and Section 15381 of the CEQA Guidelines) shall have completed any CEQA-required environmental review prior to approving a proposed Discretionary Action.

B. In considering any proposed Discretionary Actions, the SFPUC and Wholesale Customers retain absolute discretion to: (1) make such modifications to any of the proposed Discretionary Actions as may be necessary to mitigate significant environmental impacts; (2) select feasible alternatives to the proposed Discretionary Actions that avoid significant adverse impacts; (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts as part of the decision to approve the Discretionary Actions; (4) balance the benefits of the proposed Discretionary Actions against any significant environmental impacts before taking final actions to approve the proposed Discretionary Actions if such significant impacts cannot otherwise be avoided; or (5) determine not to proceed with the proposed Discretionary Actions.

Article 5. Wholesale Revenue Requirement

5.01 Scope of Agreement

This Article shall be applicable only to the water rates charged by San Francisco to the Wholesale Customers. Nothing contained in this Agreement shall limit, constrain, or in any way affect the rates which San Francisco may charge for water sold to Retail Customers or the methodology by which such rates are determined.

5.02 General Principles

This Article sets forth the method by which the Wholesale Customers' collective share of expenses incurred by the SFPUC in delivering water to them will be determined. This collective share is defined as the "Wholesale Revenue Requirement."

A. The SFPUC currently operates several enterprises, including the Water Enterprise, the Wastewater Enterprise, and the Hetch Hetchy Enterprise.

B. The Wastewater Enterprise is responsible for treating sewage within San Francisco and provides no benefit to the Wholesale Customers.

C. The Hetch Hetchy Enterprise is responsible for storing and transmitting water to the Water Enterprise, generating hydroelectric power and transmitting it to San Francisco, generating electric power within San Francisco, and distributing electricity and steam heat within San Francisco. Its water supply operations provide benefits to the Wholesale Customers.

D. The Water Enterprise delivers water to both Retail Customers, which are located both within and outside San Francisco, and to the Wholesale Customers, all of which are located outside San Francisco.

E. This Article implements two general principles as follows: (1) the Wholesale Customers should not pay for expenses of SFPUC operations from which they receive no benefit and (2) the Wholesale Customers should pay their share of expenses incurred by the SFPUC in delivering water to them on the basis of Proportional Annual Use unless otherwise explicitly provided in this Agreement.

F. To implement these general principles, the Wholesale Revenue Requirement will consist of, and be limited to, the Wholesale Customers' shares of the following categories of expense:

1. Capital cost recovery of Water Enterprise Existing Assets, and Hetch Hetchy Enterprise Existing Assets classified as Water-Only and the Water-Related portion of Joint assets (Section 5.03)
2. Contribution to the capital cost of Water Enterprise New Regional Assets (Section 5.04)
3. Water Enterprise operation and maintenance expenses, including power purchased from the Hetch Hetchy Enterprise that is used in the operation of the Water Enterprise (Section 5.05)
4. Water Enterprise administrative and general expenses (Section 5.06)
5. Water Enterprise property taxes (Section 5.07)
6. The Water Enterprise's share of the Hetch Hetchy Enterprise's operation and maintenance, administrative and general, and property tax expenses (Section 5.08)
7. The Water Enterprise's share of the Hetch Hetchy Enterprise's capital cost of New Assets classified as Water-Only and the Water-Related portion of Joint assets (Section 5.09)

In each of these cost categories, Direct Retail Expenses will be allocated entirely to Retail Customers. Direct Wholesale Expenses will be allocated entirely to the Wholesale Customers. Regional Expenses will be allocated between Retail Customers and Wholesale Customers as provided in this Article.

G. For purposes of establishing the rates to be charged Wholesale Customers, expenses will be based on the budget for, and estimates of water purchases in, the following fiscal year, as provided in Article 6. For purposes of accounting, the Wholesale Revenue Requirement will be determined on the basis of actual expenses incurred and actual water use, as provided in Article 7.

H. In addition, rates charged to Wholesale Customers may include the Wholesale Customers' contribution to a Wholesale Revenue Coverage Reserve, as provided in Section 6.06, which is not included in the Wholesale Revenue Requirement itself.

5.03 Capital Cost Recovery - Existing Regional Assets

A. SFPUC has previously advanced funds to acquire or construct Existing Assets used and useful in the delivery of water to both Wholesale Customers and Retail Customers. The parties estimate that the Wholesale Customers' share of the net book value of these assets, as of the expiration of the 1984 Agreement on June 30, 2009, will be approximately \$366,734,424, as shown on Attachment K-1.

B. In addition, SFPUC has also previously advanced funds received from Retail Customer revenues to acquire or construct assets included in Construction-Work-In-Progress (CWIP) as of June 30, 2009. The parties estimate that the Wholesale Customers' share of the book value of these revenue funded capital expenditures, as of the expiration of the 1984 Agreement on June 30, 2009, will be approximately \$15,594,990, as shown on Attachment K-2. The Wholesale Customers shall pay their share of the cost of Existing Assets and revenue-funded CWIP by amortizing the amounts shown on Attachment K-1 and Attachment K-2 over 25 years at an interest rate of 5.13 percent. The amounts to be included in the Wholesale Revenue Requirement pursuant to this section shall be the sum of the annual principal and interest amounts shown on Attachments K-3 (for Water Enterprise Regional Assets and the one Direct Wholesale Asset) and K-4 (for Hetch Hetchy Enterprise Water-Only Assets and the Water-Related portion [45 percent] of Joint assets) calculated on the basis of monthly amortization of principal as set forth on Attachments K-3 and K-4.

C. In addition, the Commission has previously appropriated funds, advanced through rates charged to Retail Customers, for construction of capital projects. Some of these projects are active, and have unexpended balances of appropriated funds that are not included in CWIP as of June 30, 2009. These projects, and the associated balances, are shown on Attachment K-5. Expenditures of funds from these balances during FY 2009-10, FY 2010-11 and FY 2011-12 will be reviewed in FY 2012-13. The SFPUC will prepare a report showing the amount expended in each year on each project and the total expended during all years on all projects that are categorized as Regional or, in the case of Hetch Hetchy Enterprise, are categorized as either Water-Only or Joint. The wholesale share of that total will be determined using the allocation principles in this Agreement based on Proportional Water Use during those three years. The result, plus accrued interest at the rate specified in Section 6.05.B, will be calculated by the SFPUC and its calculation reviewed by the Compliance Auditor as part of the Compliance Audit for FY 2012-13. The audited total will be paid based on a schedule of level annual principal and interest amounts over ten years at an interest rate of 4.00%, calculated on

a monthly amortization basis. All or any portion of the balance may be prepaid. The first year's payment will be included in the Wholesale Revenue Requirement for FY 2014-15.

D. The parties agree that the Wholesale Customers' share of the net book values of Existing Regional Assets as of June 30, 2008 as shown on Attachment K-1 are accurate. The compliance audit conducted on the calculation of the FY 2008-09 Suburban Revenue Requirement required by the 1984 Agreement will determine the actual amounts of depreciation on, and capital additions to, plant in service during that fiscal year. Those amounts will be compared to the corresponding estimates shown on Attachments K-1 and K-2. The differences will be added to or subtracted from the estimated asset values shown on Attachments K-1 and K-2 and the amortization schedules in Attachments K-3 and K-4 will be recalculated. The wholesale allocation factors shall be fixed at 70.1% for the Water Enterprise Existing Assets and 64.2% for Hetch Hetchy Enterprise Existing Assets for both the preliminary and final payment schedules. The SFPUC will prepare and provide to the Wholesale Customers revised Attachments K-1 through K-4 based on the Wholesale Customers' share of the net book value of the assets placed in service as of June 30, 2009 used to provide water service to the Wholesale Customers and the net book value of revenue-funded CWIP expended as of June 30, 2009. The revised Attachments K-1 through K-4 shall be approved by the General Manager of the SFPUC and the General Manager/CEO of BAWSCA and will be substituted for the original Attachments K-1 through K-4.

E. The original Attachments K-1 through K-4, based on estimates, shall be used for estimating the Wholesale Revenue Requirement for the fiscal year beginning July 1, 2009. The revised Attachments, based on audited actuals, shall be used to determine the actual Wholesale Revenue Requirement for FY 2009-10 and to determine the Wholesale Revenue Requirement(s) in all subsequent years, except as may be provided elsewhere in this Agreement.

F. The Wholesale Customers, acting through BAWSCA, may prepay the remaining unpaid Existing Assets principal balance, in whole or in part, at any time without penalty or early payment premium. Any prepayments will be applied in the month immediately following the month in which the prepayment is made and the revised monthly amount(s) will be used to calculate the Wholesale Revenue Requirement. Any partial prepayments must be in an amount at least equal to \$10 million. In the event of a partial prepayment, an updated schedule for the remaining payments shall be prepared reflecting the unpaid balance after prepayment,

amortized through the end of FY 2034, calculated as provided in this section. The updated schedule, approved by the General Manager of the SFPUC and the General Manager/CEO of BAWSCA, will be substituted for Attachment K-3 and/or Attachment K-4.

5.04 Capital Cost Contribution - New Regional Assets

A. Debt-Funded Capital Additions. The Wholesale Customers shall pay the wholesale share of Net Annual Debt Service for New Regional Assets. The Regional projects in the WSIP are identified in Attachment L-1.

1. The amount of Net Annual Debt Service for New Regional Assets will be determined for each series of Indebtedness issued. Until the proceeds of a particular series are Substantially Expended, the amount attributable to specific projects will be based on the expected use of proceeds shown in the "Certificate Regarding Use of Proceeds" executed by the SFPUC General Manager on behalf of the Commission in connection with the sale of the Indebtedness, provided such certificate identifies the use of proceeds at a level of detail equivalent to that shown on Attachment L-2, which is a copy of the certificate prepared for the 2006 Revenue Bonds, Series A. If a certificate does not identify the use of proceeds at that level of detail, the SFPUC General Manager shall prepare and execute a separate certificate which does identify the use of proceeds at the level of detail shown on Attachment L-2 and deliver it to BAWSCA within 15 days from the closing of the sale of the Indebtedness.

2. After the proceeds of a series are Substantially Expended, the SFPUC General Manager will prepare and execute a certificate showing the actual expenditure of proceeds at a level of detail equivalent to the initial General Manager certificate. The resulting allocation of Net Debt Service to New Regional Assets for a series of bonds will be used in the fiscal year in which the proceeds have been Substantially Expended and thereafter. Differences between the amount of Net Debt Service paid by Wholesale Customers prior to that year and the amount of Net Debt Service that they should have paid during that time based on the actual expenditure of proceeds will be taken into account in calculation of the balancing account for the fiscal year in which the proceeds were Substantially Expended. The application of the remaining proceeds shall be proportionate to the allocation of the Net Debt Service to New Regional Assets.

3. The Wholesale Customers' share of Net Annual Debt Service for the New Regional Assets that are categorized as Direct Wholesale will be 100 percent. (None of the

projects in the WSIP are categorized as Direct Wholesale.) The Wholesale Customers' share of Net Annual Debt Service for all other New Regional Assets will be determined each year and will be equal to the Wholesale Customers' Proportional Annual Use.

4. If Indebtedness is issued by the SFPUC to refund the 2006 Revenue Bonds, Series A or to refund any other long-term Indebtedness issued after July 1, 2009, the Net Annual Debt Service attributable to proceeds used for refunding will be allocated on the same basis as the Indebtedness being refunded.

5. The SFPUC will prepare an annual report showing for each issue of Indebtedness and through the most recently completed fiscal year: (1) net financing proceeds available to pay project costs, (2) actual earnings on proceeds, (3) actual expenditures by project. The report shall be substantially in the form of Attachment L-3 and shall be delivered to BAWSCA on or before November 30 of each year, commencing November 2009.

6. In addition to Net Debt Service, Wholesale Customers will pay a proportionate share of annual administrative costs associated with Indebtedness, such as bond trustee fees, credit rating agency fees, letter of credit issuer fees, San Francisco Revenue Bond Oversight Committee fees, etc., but only to the extent such fees are neither paid from proceeds of Indebtedness nor included in SFPUC operation and maintenance or administrative and general expenses.

B. Revenue-Funded Capital Additions. The Wholesale Customers shall pay the wholesale share of the appropriation contained in the SFPUC annual budget for each year to be used to acquire or construct New Regional Assets. If such appropriations are reimbursed from proceeds of Indebtedness, the Wholesale Customers will be credited for prior payments made under this Section 5.04.B.

The Wholesale Customers' share of the annual appropriation for revenue-funded New Regional Assets that are categorized as Direct Wholesale will be 100 percent. (None of the Repair and Replacement projects in the SFPUC's most recent capital improvement program updated on February 10, 2009, is categorized as Direct Wholesale.) The Wholesale Customers' share of the annual appropriation for all other revenue-funded New Regional Assets will be determined each year and will be equal to the Wholesale Customers' Proportional Annual Use in each fiscal year. The amount appropriated in each fiscal year for the wholesale share of New

Regional Assets shall be contributed to the Wholesale Capital Fund described in Section 6.08 and reported on and administered as shown in that section and Attachments M-1 through M-3.

5.05 Water Enterprise Operation and Maintenance Expenses

There are five categories of Water Enterprise Operation and Maintenance Expenses, described below:

A. Source of Supply

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of collecting and impounding reservoirs, dams, wells and other water supply facilities located outside San Francisco; watershed protection; water supply planning; and the purchase of water.

2. Allocation: Direct Retail expenses, including water supply planning for Retail operations (such as City Retail water conservation programs), will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Source of Supply category.)

B. Pumping

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of water pumping plants, ancillary structures and equipment and surrounding grounds; and fuel and power purchased for pumping water.

2. Allocation: Direct Retail expenses will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Pumping category.)

C. Treatment

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies and other expenses incurred in the operation and

maintenance of water treatment plants and drinking water quality sampling and testing. The cost of water quality testing will not include expenses incurred on behalf of the Wastewater Enterprise. Any remaining costs, after adjusting for the Wastewater Enterprise, will be reduced by the amount of revenue received for laboratory analyses of any type performed for agencies, businesses and/or individuals other than the Water and Hetch Hetchy Enterprises.

2. Allocation: Direct Retail expenses will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Treatment category.)

D. Transmission and Distribution

1. Description: This category consists of the cost of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of transmission and distribution pipelines, appurtenances, meters (other than those expenses payable by individual Wholesale Customers pursuant to Section 5.10.C.3), distribution reservoirs storing treated water, craft shops and auto shops servicing vehicles used for operation and maintenance of the Regional Water System rather than for Direct Retail facilities, and miscellaneous facilities related to the transmission and distribution of water.

2. Allocation: Direct Retail Transmission and Distribution expenses will be assigned to the Retail Customers. Regional Transmission and Distribution expenses will be allocated between Retail and Wholesale Customers on the basis of Proportional Annual Use. Expenses incurred for the operation and maintenance of three terminal reservoirs, i.e., Sunset Reservoir (North and South Basins), University Mound Reservoir (North and South Basins), and Merced Manor Reservoir, as well as transmission pipelines delivering water to them, are classified as Regional expenses notwithstanding the location of the reservoirs within San Francisco. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date the only Direct Wholesale expenses in the Transmission and Distribution category are associated with the Palo Alto pipeline.)

E. Customer Services

1. Description: This category consists of labor; materials and supplies; and other expenses incurred for meter reading, customer record keeping, and billing and collection for the Water Enterprise.

2. Allocation: Customer Services expenses will be allocated among the Water Enterprise, the Wastewater Enterprise, and Hetch Hetchy Enterprise in proportion to the time spent by employees in Customer Services for each operating department/enterprise. The Water Enterprise's share of Customer Services expense will be allocated 98 percent to the Retail Customers and two percent to the Wholesale Customers, as illustrated on Attachment N-2, Schedule 1.

5.06 Water Enterprise Administrative and General Expenses

Administrative and General expenses consist of the Water Enterprise's share of the cost of general government distributed through the full-cost Countywide Cost Allocation Plan, the services of SFPUC support bureaus, Water Enterprise administrative and general expenses that cannot be directly assigned to a specific operating and maintenance category, and the cost of the Compliance Audit. These four subcategories, and the method by which costs in each are to be calculated and allocated, are as follows:

A. Countywide Cost Allocation Plan

1. Description: This subcategory consists of the Water Enterprise's share of the costs of San Francisco general government and other City central service departments which are not directly billed to the Water Enterprise or other operating departments. All San Francisco operating departments are assigned a prorated share of these costs through the full-cost Countywide Cost Allocation Plan (COWCAP) prepared annually by the San Francisco Controller.

2. Allocation: The Water Enterprise's assigned share of central government costs as shown in the annual full-cost COWCAP prepared by the San Francisco Controller, will be allocated between Retail Customers and Wholesale Customers on the basis of the composite percentage of the allocated expenses in the five categories of operation and maintenance expense described in Section 5.05. The composite wholesale percentage shown on Attachment N-2, Schedule 1 is 42.07 percent, derived by dividing the wholesale share of

Operation and Maintenance expenses (\$46,573,883) by total Operation and Maintenance expenses (\$110,700,133).

B. Services of SFPUC Bureaus

1. Description: This subcategory consists of the support services provided to the Water Enterprise by the SFPUC Bureaus, which presently consist of the General Manager's Office, Business Services, External Affairs, and Infrastructure Bureau. Business Services presently includes Financial Services, Information Technology Services, Human Resource Services, Fleet Management, and Customer Services.

2. Allocation: There are three steps involved in determining the Wholesale Customers' share of SFPUC Bureau costs.

a. Step One: Bureau expenses which have either been recovered separately or which provide no benefit to Wholesale Customers will be excluded. Examples of Bureau expenses recovered separately include (1) Customer Services expenses, which are recovered as provided in Section 5.05.E, and (2) Infrastructure expenses, which are assigned to individual projects and capitalized. An example of a Bureau expense that provides no benefit to Wholesale Customers is Information Technology Services expenses for support of the San Francisco Municipal Railway. In addition, the SFPUC will continue its practice of assigning City Attorney Office expenses charged to the General Manager's Office for projects or lawsuits that relate to only one enterprise directly to that enterprise. For example, costs related to a lawsuit involving the Wastewater Enterprise will not be assigned to the Water Enterprise.

b. Step Two: Bureau expenses adjusted as provided in Step One will be allocated among the Water Enterprise, the Wastewater Enterprise and the Hetch Hetchy Enterprise on the basis of the actual salaries of employees in each enterprise or department, as illustrated on Attachment N-2, Schedule 7.

c. Step Three: The amount allocated to the Water Enterprise through Step Two will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use.

C. Water Enterprise Administrative and General

1. Description: This category includes expenses incurred by the Water Enterprise that are not readily assignable to specific operating divisions. This category includes the following expenses:

a. Water Administration: This includes the costs of labor and other expenses of the administrative section of the Water Enterprise, supervision and engineering expenses, professional services, travel and training, equipment purchases, and materials and supplies not directly assignable to a specific operating unit.

b. Services Provided by Other City Departments: This includes charges of other San Francisco departments directly billed to the Water Enterprise administration by other San Francisco departments for services ordered by the Water Enterprise, such as legal services, risk management, telecommunications, employee relations, purchasing, mail services, and workers compensation claims paid.

c. Litigation and Claims Paid: This includes charges incurred for attorney services and claims and judgments paid in litigation arising from the operation of the Water Enterprise.

2. Allocation: In each of these three subcategories, expenses that benefit only Retail Customers will be excluded. For example, the cost of claims and judgments resulting from a break in or leak from pipelines or reservoirs in the Retail Service Area (with the exception of the three terminal reservoirs and pipelines delivering water to them) will be assigned to the Retail Customers. Remaining Water Enterprise Administrative and General expenses will be allocated between Retail Customers and Wholesale Customers on the basis of the composite percentage of allocated operation and maintenance expense categories described in Section 5.05.

D. Compliance Audit. The cost of the Compliance Audit described in Section 7.04 will be assigned 50 percent to the Retail Customers and 50 percent to the Wholesale Customers.

5.07 Water Enterprise Property Taxes

A. Description: This category consists of property taxes levied against property owned by San Francisco located in Alameda, San Mateo and Santa Clara counties and used and managed by the SFPUC.

B. Allocation: All property taxes paid, net of (1) reimbursements received from lessees and permit holders, and (2) refunds from the taxing authority, are Regional expenses. Net property taxes will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use.

5.08 Hetch Hetchy Enterprise Expenses

A. Introduction. There are two steps involved in determining the amount of the Wholesale Customers' share of Hetch Hetchy Enterprise expenses.

1. The first step is to determine the Water Enterprise's share of Hetch Hetchy Enterprise operation expenses, maintenance expenses, administrative and general expenses, and property taxes.

2. The second step is to determine the Wholesale Customers' share of expenses allocable to the Water Enterprise.

B. Determination of the Water-Related Portion of Hetch Hetchy Enterprise Expenses

1. Operation and Maintenance Expenses: This category consists of the cost of labor, materials and supplies, and other expenses incurred in operating and maintaining Hetch Hetchy Enterprise physical facilities.

a. Description: Expenses associated exclusively with the production and distribution of hydroelectric power (e.g., generating plants and power transmission lines and towers, transformers and associated electric equipment, purchased power, wheeling charges, rental of power lines, etc.) are categorized as Power-Only and are allocated to power. Expenses associated exclusively with the operation and maintenance of facilities that serve only the water function (e.g., water transmission pipelines and aqueducts, activities related to compliance with federal and state drinking water quality laws, etc.) are categorized as Water-Only and are allocated entirely to water. Expenses associated with the operation and maintenance of facilities that serve both the water and power functions (e.g., dams, security

programs, etc.) are categorized as Joint and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

2. Administrative and General Expenses: There are three subcategories of Hetch Hetchy Enterprise Administrative and General expenses.

a. Full-Cost Countywide Cost Allocation Plan: This subcategory consists of the cost of San Francisco general government and other City central service departments which are not directly billed to operating departments but allocated through the full-cost Countywide Cost Allocation Plan described in Section 5.06.A. Costs in this subcategory are classified as Joint, and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

b. SFPUC Bureau Costs: This subcategory consists of the expenses described in Section 5.06.B. One hundred percent of Customer Services expenses allocated to the Hetch Hetchy Enterprise are categorized as Power-Only. The remaining amount of Bureau expenses allocated to the Hetch Hetchy Enterprise pursuant to Section 5.06.B will be reallocated between power and water in proportion to the salaries of Hetch Hetchy Enterprise employees assigned to each function as shown on Attachment N-2, Schedule 7.1.

c. Other Administrative and General: This subcategory includes payments to the United States required by the Act, labor, supervision and engineering and other costs not readily assignable to a specific operation or maintenance function or program. Costs related to power administration (such as long range planning and policy analysis for energy development, administration of power contracts, and administration of work orders to City departments for energy services) are Power-Only costs. Costs related to water administration (such as legal and professional services for the protection of the City's water rights) are Water-Only costs and will be assigned to the Water Enterprise. Costs related to both power administration and water administration (such as general administration, office rents, office materials and supplies, and services of other City departments benefitting to both power and water are Joint administrative and general costs and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

3. Property Taxes. This category consists of property taxes levied against property owned by San Francisco in Tuolumne, Stanislaus, San Joaquin, and Alameda counties and operated and managed by the Hetch Hetchy Enterprise.

Allocation: Property taxes are classified as Joint costs. They will be reallocated as 55 percent Power-Related and 45 percent Water-Related.

C. Calculation of Wholesale Customers' Share of Hetch Hetchy Enterprise Expenses. The Water Enterprise's share of Hetch Hetchy Enterprise expenses consist of 100 percent of Water-Only expenses and the Water-Related portion (45%) of Joint expenses.

The Wholesale Customers' share of the sum of the Water Enterprise's share of Hetch Hetchy Enterprise expenses determined under subsection B shall be calculated by multiplying that dollar amount by Adjusted Proportional Annual Use.

5.09 Hetch Hetchy Enterprise Capital Costs

A. Introduction. Wholesale Customers are also allocated a share of Hetch Hetchy Enterprise capital costs.

B. Components of Capital Costs. The components of Hetch Hetchy Enterprise capital costs are as follows:

1. Existing Assets Cost Recovery. The Wholesale Customers' repayment of their share of Hetch Hetchy Existing Assets (Water-Only and the Water-Related portion [45 percent] of Joint assets) is shown on Attachment K-4 accompanying Section 5.03.

2. Debt Service on New Assets. The Water Enterprise will be assigned 100 percent of Net Annual Debt Service attributable to acquisition and construction of New Hetch Hetchy Enterprise assets that are Water-Only and the Water-Related portion (45 percent) of Net Annual Debt Service on New Hetch Hetchy Enterprise Joint assets. The provisions of Section 5.04.A apply to debt service on New Hetch Hetchy Enterprise assets.

3. Revenue-Funded Capital Additions. The Water Enterprise will be assigned 100 percent of capital expenditures from revenues for New Hetch Hetchy Enterprise assets that are Water-Only and the Water-Related portion (45 percent) of such expenditures for new Hetch Hetchy Enterprise Joint assets. The provisions of Section 5.04.B apply to the payment of New revenue-funded Hetch Hetchy Enterprise assets.

C. Calculation of Wholesale Customers' Share of Hetch Hetchy Enterprise Capital Costs. The Wholesale Customers' share of the Net Annual Debt Service and revenue funded capital expenditures determined under subsections B.2 and 3 shall be calculated by multiplying that dollar amount by Adjusted Proportional Annual Use.

5.10 Additional Agreements Related to Financial Issues

A. Wholesale Customers Not Entitled to Certain Revenues. The Wholesale Customers have no entitlement to any of the following sources of revenue to the SFPUC.

1. Revenues from leases or sales of SFPUC real property.
2. Revenues from the other utility services such as the sale of electric power, natural gas and steam.
3. Revenues from the sale of water to customers and entities other than the Wholesale Customers.
4. Revenues earned from the investment of SFPUC funds other than funds contributed by the Wholesale Customers to the Wholesale Revenue Coverage Reserve described in Section 6.06 or the Wholesale Capital Fund described in Section 6.08. Wholesale Customers are also entitled to the benefit of earnings on proceeds of Indebtedness (through expenditure on New Regional Assets and /or application to Debt Service) and to interest on the Balancing Account as provided in Section 6.05.B.
5. Revenues not related to the sale of water.

B. Wholesale Customers Not Charged with Certain Expenses. The Wholesale Customers will not be charged with any of the following expenses:

1. Capital costs for assets constructed or acquired prior to July 1, 1984 other than Existing Asset costs that are repaid pursuant to Section 5.03.
2. Expenses incurred by the SFPUC for generation and distribution of electric power, including Hetch Hetchy Enterprise Power-Only expenses and the Power-Related share of Hetch Hetchy Enterprise Joint expenses. An exception to this is Regional energy costs incurred by the Water Enterprise, for which Wholesale Customers are charged on the basis of Proportional Annual Use.
3. Expenses incurred by SFPUC in providing water to Retail Customers.
4. Expenses associated with the SFPUC's accruals or allocations for uncollectible Retail Water accounts.

5. Attorneys' fees and costs incurred by the Wholesale Customers that a court of competent jurisdiction orders San Francisco to pay as part of a final, binding judgment against San Francisco as provided in Section 8.03.B.2.

6. Any expenses associated with funding any reserves (other than the required Wholesale Revenue Coverage Reserve described in Section 6.06) accrued and not anticipated to be paid within one year unless such reserve is established by mutual agreement of the SFPUC and BAWSCA.

7. Any expenses accrued in respect to pending or threatened litigation, damage or personal injury claims or other loss contingencies unless projected to be paid within one year. Otherwise, such expenses will be charged to the Wholesale Customers when actually paid.

8. Any expense associated with installing, relocating, enlarging, removing or modifying meters and service connections at the request of an individual Wholesale Customer.

9. The Retail Customers' portion of any Environmental Enhancement Surcharges imposed to enforce the Interim Supply Limitation set forth in Section 4.04.

C. Revenues Not Credited to Payment of Wholesale Revenue Requirement.

The following payments by Wholesale Customers, individually or collectively, are not credited as Wholesale revenues for purposes of Section 6.05.B:

1. Payments by individual Wholesale Customers of the Environmental Enhancement Surcharge imposed to enforce the Interim Supply Limitation set forth in Section 4.04.

2. Payments of attorneys' fees and costs incurred by San Francisco that a court of competent jurisdiction orders the Wholesale Customers to pay as part of a final, binding judgment against the Wholesale Customers, as provided in Section 8.03.B.3.

3. Payments by individual Wholesale Customers for installation, relocation, enlargement, removal or modification of meters and service connections requested by, and charged to, a Wholesale Customer.

4. Payments applied to the amortization of the ending balance in the balancing account under the 1984 Agreement, pursuant to Section 6.05.A.

5. Payments of the Water Management Charge which are delivered to BAWSCA pursuant to Section 3.06.

6. Payments directed to the Wholesale Revenue Coverage Reserve pursuant to Section 6.06.

7. Prepayments authorized by Sections 5.03.C and 5.03.F.

D. Other

1. The Wholesale Customers will receive a proportional benefit from funds received by the SFPUC from (a) governmental grants, rebates, reimbursements or other subventions, (b) private-sector grants for Regional capital or operating purposes of the Water Enterprise and the Water-Only and Water-related portion of Joint Hetch Hetchy Water Enterprise expenses, or (c) a SFPUC use of taxable bonds.

2. The Wholesale Customers will receive a proportionate benefit from recovery of damages, including liquidated damages, by SFPUC from judgments against or settlements with contractors, suppliers, sureties, etc., related to Regional Water System projects and the Water-Only and Water-Related portion of Joint Hetch Hetchy Enterprise projects.

3. The SFPUC will continue to charge Wholesale Customers for assets acquired or constructed with proceeds of Indebtedness on which Wholesale Customers paid Debt Service during the Term of this Agreement on the "cash" basis (as opposed to the "utility" basis) after the expiration or earlier termination of this Agreement. The undertaking in this Section 5.10.D.3 will survive the expiration or earlier termination of this Agreement.

Article 6. Integration of Wholesale Revenue Requirement with SFPUC Budget Development and Rate Adjustments

6.01 General

A. The purpose of the allocation bases set forth in Article 5 is to determine the Wholesale Revenue Requirement for each fiscal year. The Wholesale Revenue Requirement can only be estimated in advance, based on projected costs and water deliveries. These projections are used to establish water rates applicable to the Wholesale Customers.

B. After the close of each fiscal year, the procedures described in Article 7 will be used to determine the actual Wholesale Revenue Requirement for that year, based on actual costs incurred, allocated according to the provisions of Article 5, and using actual water delivery data. The amount properly allocated to the Wholesale Customers shall be compared to the amount billed to the Wholesale Customers for the fiscal year, other than those identified in Section 5.10.C. The difference will be entered into a balancing account to be charged to, or credited to, the Wholesale Customers, as appropriate.

C. The balancing account shall be managed as described in Section 6.05.

6.02 Budget Development

The SFPUC General Manager will send a copy of the proposed SFPUC budget to BAWSCA at the same time as it is sent to the Commission. In addition, a copy of materials submitted to the Commission for consideration at meetings prior to the meeting at which the overall SFPUC budget is considered (including (a) operating budgets for the Water Enterprise and the Hetch Hetchy Enterprise, (b) budgets for SFPUC Bureaus, and (c) capital budgets for the Water Enterprise and the Hetch Hetchy Enterprise) will also be sent to BAWSCA concurrently with their submission to the Commission.

6.03 Rate Adjustments

A. **Budget Coordinated Rate Adjustments.** Adjustments to the rates applicable to the Wholesale Customers shall be coordinated with the budget development process described in this section except to the extent that Sections 6.03.B and 6.03.C authorize emergency rate increases and drought rate increases, respectively.

If the SFPUC intends to increase wholesale water rates during the ensuing fiscal year, it will comply with the following procedures:

1. Adjustments to the wholesale rates will be adopted by the Commission at a regularly scheduled meeting or at special meeting, properly noticed, called for the purpose of adjusting rates or for taking any other action under the jurisdiction of the Commission.

2. The SFPUC will send a written notice by mail or electronic means to each Wholesale Customer and to BAWSCA of the recommended adjustment at least thirty (30) days prior to the date of the meeting at which the Commission will consider the proposed adjustment. The notice will include the date, time and place of the Commission meeting.

3. The SFPUC shall prepare and provide to each Wholesale Customer and to BAWSCA the following materials: (a) a table illustrating how the increase or decrease in the Wholesale Revenue Requirement and wholesale rates were calculated, substantially in the form of Attachment N-1, (b) a schedule showing the projected expenses included in the Wholesale Revenue Requirement for the fiscal year for which the rates are being proposed, and supporting materials, substantially in the form of Attachment N-2, and (c) a schedule showing projected water sales, Wholesale Revenue Requirements and wholesale rates for the fiscal year for which rates are being set and the following four years, substantially in the form of Attachment N-3. These materials will be included with the notification required by Section 6.03.A.2.

4. Rate adjustments will be effective no sooner than thirty (30) days after adoption of the wholesale rate by the Commission.

5. San Francisco will use its best efforts to provide the Wholesale Customers with the information described above. San Francisco's failure to comply with the requirements set forth in this section shall not invalidate any action taken by the Commission (including, but not limited to, any rate increase or decrease adopted). In the event of such failure, the Wholesale Customers may either invoke arbitration, as set forth in Section 8.01, or seek injunctive relief, to compel San Francisco to remedy the failure as soon as is reasonably practical, and San Francisco shall be free to oppose the issuance of the requested judicial or arbitral relief on any applicable legal or equitable basis. The existence of this right to resort to arbitration shall not be deemed to preclude the right to seek injunctive relief.

6. Because delays in the budget process or other events may cause San Francisco to defer the effective date of Wholesale Customer rate adjustments until after the beginning of San Francisco's fiscal year, nothing contained in this Agreement shall require San Francisco to make any changes in the water rates charged to Wholesale Customers effective at

the start of San Francisco's fiscal year or at any other specific date. Nothing in the preceding sentence shall excuse non-compliance with the provisions of Section 6.02 and this section.

B. **Emergency Rate Increases.** The Commission may adjust the Wholesale Customers' rates without complying with the requirements of Section 6.03.A in response to an Emergency that damages the Regional Water System and disrupts San Francisco's ability to maintain normal deliveries of water to Retail and Wholesale Customers. In such an Emergency, the Commission may adopt an emergency rate surcharge applicable to Wholesale Customers without following the procedures set forth in this section, provided that any such rate surcharge imposed by the Commission shall be applicable to both Retail and Wholesale Customers and incorporate the same percentage increase for all customers. Any emergency rate surcharge adopted by the Commission shall remain in effect only until the next-budget coordinated rate-setting cycle.

C. **Drought Rates.** If the Commission declares a water shortage emergency under Water Code Section 350, implements the Tier 1 Shortage Plan (Attachment H) described in Section 3.11.C, and imposes drought rates on Retail Customers, it may concurrently adjust wholesale rates independently of coordination with the annual budget process. Those adjustments may be designed to encourage water conservation and may constitute changes to the structure of the rates within the meaning of Section 6.04. The parties agree, however, that, in adopting changes in rates in response to a declaration of water shortage emergency, the Commission shall comply with Section 6.03.A.1 and 2 but need not comply with Section 6.04.B. Drought Rate payments and payments of excess use charges levied in accordance with the Tier 1 Shortage Plan described in Section 3.11.C constitute Wholesale Customer Revenue and count towards the Wholesale Revenue Requirement. The SFPUC may use these revenues to purchase additional water for the Wholesale Customers from the State Drought Water Bank or other willing seller.

6.04 Rate Structure

A. This Agreement is not intended and shall not be construed to limit the Commission's right (a) to adjust the structure of the rate schedule applicable to the Wholesale Customers (i.e., the relationship among the several charges set out therein) or (b) to add, delete, or change the various charges which make up the rate schedule, provided that neither such charges nor the structure of the rate schedule(s) applicable to the Wholesale Customers shall be arbitrary, unreasonable, or unjustly discriminatory as among said customers. The

SFPUC will give careful consideration to proposals for changes in the rate schedule made jointly by the Wholesale Customers but, subject to the limitations set out above, shall retain the sole and exclusive right to determine the structure of the rate schedule.

B. If the SFPUC intends to recommend that the Commission adopt one or more changes to the structure of wholesale rates (currently set forth in SFPUC Rate Schedule W-25), it shall prepare and distribute to the Wholesale Customers and BAWSCA a report describing the proposed change(s), the purpose(s) for which it/they are being considered, and the estimated financial effect on individual Wholesale Customers or classes of customers. Wholesale Customers may submit comments on the report to the SFPUC for sixty (60) days after receiving the report. The SFPUC will consider these comments and, if it determines to recommend that the Commission adopt the change(s), as described in the report or as modified in response to comments, the SFPUC General Manager shall submit a report to the Commission recommending specific change(s) in the rate structure. Copies of the General Manager's report shall be sent to all Wholesale Customers and BAWSCA at least thirty (30) days prior to the Commission meeting at which the changes will be considered.

C. The SFPUC may recommend, and the Commission may adopt, changes in the structure of wholesale rates at any time. However, the new rate schedule implementing these changes will become effective at the beginning of the following fiscal year.

6.05 Balancing Account

A. Balancing Account Established Under 1984 Agreement. The amount of credit in favor of San Francisco as of the expiration of the term of 1984 Agreement (June 30, 2009) is not known with certainty as of preparation and execution of this Agreement. It will not be known with certainty until the Compliance Audit for FY 2008-09 is completed and disputes, if any, that the Wholesale Customers or the SFPUC may have with the calculation of the Suburban Revenue Requirement for that fiscal year and for previous fiscal years have been settled or decided by arbitration.

The parties anticipate that the amount of the credit in favor of San Francisco as of June 30, 2009 may be within the range of \$15 million to \$20 million.

In order to reduce the credit balance due San Francisco under the 1984 Agreement in an orderly manner, while avoiding unnecessary fluctuations in wholesale rates, the parties agree to implement the following procedure.

1. In setting wholesale rates for FY 2009-10, SFPUC will include a balancing account repayment of approximately \$2 million.

2. In setting wholesale rates for FY 2010-11 and following years, SFPUC will include a balancing account repayment of not less than \$2 million and not more than \$5 million annually until the full amount of the balance due, plus interest at the rate specified in Section 6.05.B, is repaid.

3. The actual ending balance as of June 30, 2009 will be determined, by the parties' agreement or arbitral ruling, after the Compliance Audit report for FY 2008-09 is delivered to BAWSCA. That amount, once determined, will establish the principal to be amortized through subsequent years' repayments pursuant to this Section 6.05.A.

B. Balancing Account Under This Agreement

1. Operation. After the close of each fiscal year, the SFPUC will compute the costs allocable to the Wholesale Customers for that fiscal year pursuant to Article 5, based on actual costs incurred by the SFPUC and actual amounts of water used by the Wholesale Customers and the Retail Customers. That amount will be compared to the amounts billed to the Wholesale Customers for that fiscal year (including any Excess Use Charges, but excluding revenues described in Section 5.10.C). The difference will be posted to a "balancing account" as a credit to, or charge against, the Wholesale Customers. Interest shall also be posted to the balancing account calculated by multiplying the amount of the opening balance by the average net interest rate, certified by the Controller as earned in the San Francisco Treasury for the previous fiscal year on the San Francisco County Pooled Investment Account. Interest, when posted, will carry the same mathematical sign (whether positive or negative) as carried by the opening balance. The amount posted to the balancing account in each year shall be added to, or subtracted from, the balance in the account from previous years. The calculation of the amount to be posted to the balancing account shall be included in the report prepared by the SFPUC pursuant to Section 7.02.

The opening balance for fiscal year 2009-10 shall be zero.

2. Integration of Balancing Account with Wholesale Rate Setting Process. If the amount in the balancing account is owed to the Wholesale Customers (a positive balance), the SFPUC shall take it into consideration in establishing wholesale rates. However, the SFPUC need not apply the entire amount to reduce wholesale rates for the immediately ensuing

year. Instead, the SFPUC may prorate a positive ending balance over a period of up to three successive years in order to avoid fluctuating decreases and increases in wholesale rates.

a. If a positive balance is maintained for three successive years and represents 10 percent or more of the Wholesale Revenue Requirement for the most recent fiscal year, the SFPUC shall consult with BAWSCA as to the Wholesale Customers' preferred application of the balance. The Wholesale Customers shall, through BAWSCA, direct that the positive balance be applied to one or more of the following purposes: (a) transfer to the Wholesale Revenue Coverage Reserve, (b) amortization of any remaining negative balance from the ending balancing account under the 1984 Agreement, (c) prepayment of the existing asset balance under Section 5.03, (d) water conservation or water supply projects administered by or through BAWSCA, (e) immediate reduction of wholesale rates, or (f) continued retention for future rate stabilization purposes. In the absence of a direction from BAWSCA, the SFPUC shall continue to retain the balance for rate stabilization in subsequent years.

b. If the amount in the balancing account is owed to the SFPUC (a negative balance), the SFPUC shall not be obligated to apply all or any part of the negative balance in establishing wholesale rates for the immediately ensuring year. Instead, the SFPUC may prorate the negative balance in whole or in part over multiple years in order to avoid fluctuating increases and decreases in wholesale rates.

6.06 Wholesale Revenue Coverage Reserve

A. The SFPUC may include in wholesale rates for any fiscal year an additional dollar amount ("Wholesale Revenue Coverage"), which for any fiscal year shall equal the following:

1. The lesser of (i) 25% of the Wholesale Customers' share of Net Annual Debt Service for that fiscal year determined as described in Section 5.04.A, or (ii) the amount necessary to meet the Wholesale Customers' proportionate share of Debt Service coverage required by then-current Indebtedness for that fiscal year, minus

2. A credit for (i) the actual amounts previously deposited in the "Wholesale Revenue Coverage Reserve" (as defined in subsection B below), (ii) accrued interest on the amounts on deposit in the Wholesale Revenue Coverage Reserve, and (iii) an amount equal to any additional interest that would have accrued on the actual amounts previously deposited in

the Wholesale Revenue Coverage Reserve assuming no withdrawals had been made therefrom.

B. During each fiscal year, the SFPUC will set aside and deposit that portion of revenue equal to Wholesale Revenue Coverage into a separate account that the SFPUC will establish and maintain, to be known as the "Wholesale Revenue Coverage Reserve." Deposits into the Wholesale Revenue Coverage Reserve shall be made no less frequently than monthly. The Wholesale Revenue Coverage Reserve shall be credited with interest at the rate specified in Section 6.05.B. The SFPUC may use amounts in the Wholesale Revenue Coverage Reserve for any lawful purpose. Any balance in the Wholesale Revenue Coverage Reserve in excess of the Wholesale Revenue Coverage amount as of the end of any fiscal year (as calculated in subsection 6.06(A) above) shall be applied as a credit against wholesale rates in the immediately following fiscal year unless otherwise directed by BAWSCA.

C. Within 180 days following the later of expiration of the Term or final payment of Debt Service due on Indebtedness issued during the Term to which Wholesale Customers were contributing, SFPUC shall rebate to the Wholesale Customers an amount equal to the Wholesale Revenue Coverage amount in effect for the fiscal year during which the Term expires or the final payment of Debt Service on Indebtedness is made based on each Wholesale Customer's Proportional Annual Use in the fiscal year during which the Term expires or the final payment of debt service on Indebtedness is made.

D. SFPUC shall provide a schedule of debt issuance (with assumptions), and the Wholesale Customers' share of Net Annual Debt Service (actual and projected) expected to be included in wholesale rates starting in 2009-10 through the expected completion of the WSIP. The schedule is to be updated annually prior to rate setting. If estimated Debt Service is used in rate setting, the SFPUC must be able to demonstrate that the Water Enterprise revenues will be sufficient to meet the additional bonds test for the proposed bonds and rate covenants for the upcoming year.

E. Conditions in the municipal bond market may change from those prevailing in 2009. If, prior to expiration of the Term, the SFPUC determines that it would be in the best financial interest of both Retail Customers and Wholesale Customers of the Regional Water System for the Debt Service coverage requirement to be increased in one or more series of proposed new Indebtedness above 1.25%, or for the coverage covenant to be strengthened in

other ways, it will provide a written report to BAWSCA. The report will contain (1) a description of proposed covenant(s) in the bond indenture; (2) an explanation of how savings are expected to be achieved (e.g., increase in the SFPUC's credit rating over the then-current level; ability to obtain credit enhancement, etc.); (3) the estimated all-in true interest cost savings; (4) a comparison of the Wholesale Revenue Requirements using the Debt Service coverage limitation in subsection A and under the proposed methodology; and (5) a comparison of the respective monetary benefits expected to be received by both Retail and Wholesale Customers. The SFPUC and BAWSCA agree to meet and confer in good faith about the proposed changes.

F. Any increase in Debt Service coverage proposed by the SFPUC shall be commensurate with Proportional Water Use by Retail and Wholesale Customers. If the SFPUC demonstrates that an increase in Debt Service coverage will result in equivalent percentage reductions in total Wholesale and Retail Debt Service payments over the life of the proposed new Indebtedness, based on Proportional Water Use, BAWSCA may agree to a modification of the Wholesale Revenue Coverage requirement in subsection A. If BAWSCA does not agree to a proposed modification in coverage requirements in the covenants for new Indebtedness, SFPUC may nevertheless proceed with the modification and the issuance of new Indebtedness. Any Wholesale Customer, or BAWSCA, may challenge an increase in the Wholesale Revenue Requirement resulting from the modification in Debt Service coverage through arbitration as provided in Section 8.01.A. If the arbitrator finds that the increase in Debt Service coverage (1) did not and will not result in equivalent percentage reductions in total Wholesale and Retail Debt Service payments over the life of the proposed new Indebtedness, based on Proportional Water Use, or (2) was not commensurate with Proportional Water Use, the arbitrator may order the Wholesale Revenue Requirement to be recalculated both retrospectively and prospectively to eliminate the differential impact to Wholesale or Retail Customers, subject to the limitation in Section 8.01.C.

6.07 Working Capital Requirement

A. The SFPUC maintains working capital in the form of unappropriated reserves for the purpose of bridging the gap between when the SFPUC incurs operating expenses required to provide service and when it receives revenues from its Retail and Wholesale Customers. The Wholesale Customers shall fund their share of working capital as part of the annual Wholesale Revenue Requirement calculation. The amount of wholesale working capital for which the Wholesale Customers will be responsible will be determined using the 60-day standard formula approach.

B. Applying this approach, annual wholesale working capital equals one-sixth of the wholesale allocation of operation and maintenance, administrative and general, and property tax expenses for the Water and Hetch Hetchy Enterprises. Wholesale working capital shall be calculated separately for the Water and Hetch Hetchy Enterprises.

C. Each month, the sum of the Water Enterprise and Hetch Hetchy Enterprise working capital components will be compared with the ending balance in the Wholesale Revenue Coverage Reserve to determine if the Wholesale Customers provided the minimum required working capital. If the Wholesale Revenue Coverage Reserve is greater than the total Water Enterprise and Hetch Hetchy Enterprise working capital requirement, the Wholesale Customers will have provided their share of working capital. If the Wholesale Revenue Coverage Reserve is less than the total Water Enterprise and Hetch Hetchy Enterprise working capital requirement, the Wholesale Customers will be charged interest on the difference, which will be included in the adjustment to the Balancing Account under Section 6.05.B for the subsequent fiscal year.

6.08 Wholesale Capital Fund

A. The SFPUC currently funds revenue-funded capital projects through annual budget appropriations that are included in rates established for that fiscal year and transferred to a capital project fund from which expenditures are made. Consistent with the San Francisco Charter and Administrative Code, the SFPUC appropriates funds in advance of construction in order to maintain a positive balance in the capital project fund. The capital project fund also accrues interest and any unspent appropriations in excess of total project costs. It is the SFPUC's practice to regularly monitor the capital project fund balance to determine whether a surplus has accumulated, which can be credited against the next fiscal year's capital project appropriation.

B. The SFPUC shall establish a comparable Wholesale Revenue-Funded Capital Fund (Wholesale Capital Fund) to enable the Wholesale Customers to fund the wholesale share of revenue-funded New Regional Assets. The Wholesale Capital Fund balance is zero as of July 1, 2009. The SFPUC may include in wholesale rates for any fiscal year an amount equal to the wholesale share of the SFPUC's appropriation for revenue funded New Regional Assets for that year, which sum will be credited to the Wholesale Capital Fund. The wholesale share of other sources of funding, where legally permitted and appropriately accounted for under GAAP,

will also be credited to the Wholesale Capital Fund, together with interest earnings on the Wholesale Capital Fund balance.

C. The SFPUC will expend revenues appropriated and transferred to the Wholesale Capital Fund only on New Regional Assets. The annual capital appropriation included in each fiscal year's budget will be provided to BAWSCA in accordance with Section 6.02 and will take into account the current and projected balance in the Wholesale Capital Fund, as well as current and projected unexpended and unencumbered surplus, as shown on attachment M-1, which will be prepared by the SFPUC each year.

D. Commencing on November 30, 2010 and thereafter in each fiscal year during the Term, the SFPUC will also provide an annual report to BAWSCA on the status of individual revenue-funded New Regional Assets, substantially in the form of Attachment M-2.

E. In order to prevent the accumulation of an excessive unexpended and unencumbered surplus in the Wholesale Capital Fund, the status of the fund balance will be reviewed through the Compliance Audit at five-year intervals, commencing in FY 2014-15. Any excess fund balance (i.e., an accumulated unexpended, unencumbered amount in excess of ten percent (10%) of the wholesale share of total capital appropriations for New Regional Assets during the five preceding years) will be transferred to the credit of the Wholesale Customers to the Balancing Account described in Section 6.05. Attachment M-3 illustrates the operation of this review process, covering FY 2009-10 through FY 2013-14 and FY 2014-15 through 2018-19.

F. Three years prior to the end of the Term, the SFPUC and BAWSCA will discuss the disposition of the Wholesale Capital Fund balance at the end of the Term. Absent agreement, any balance remaining in the Wholesale Capital Fund at the end of the Term shall be transferred to the Balancing Account, to the credit of the Wholesale Customers.

Article 7. Accounting Procedures; Compliance Audit

7.01 SFPUC Accounting Principles, Practices

A. Accounting Principles. San Francisco will maintain the accounts of the SFPUC and the Water and Hetch Hetchy Enterprises in conformity with Generally Accepted Accounting Principles. San Francisco will apply all applicable pronouncements of the Governmental Accounting Standards Board (GASB) as well as statements and interpretations of the Financial Accounting Standards Board and Accounting Principles Board opinions issued on or before March 30, 1989, unless those pronouncements or opinions conflict with GASB pronouncements.

B. General Rule. San Francisco will maintain the accounting records of the SFPUC and the Water and Hetch Hetchy Enterprises in a format and level of detail sufficient to allow it to determine the annual Wholesale Revenue Requirement in compliance with this Agreement and to allow its determination of the Wholesale Revenue Requirement to be audited as provided in Section 7.04.

C. Water Enterprise. San Francisco will maintain an account structure which allows utility plant and operating and maintenance expenses to be segregated by location (inside San Francisco and outside San Francisco) and by function (Direct Retail, Regional and Direct Wholesale).

D. Hetch Hetchy Enterprise. San Francisco will maintain an account structure which allows utility plant and operating and maintenance expenses to be segregated into Water Only, Power Only and Joint categories.

E. SFPUC. San Francisco will maintain an account structure which allows any expenses of SFPUC bureaus that benefit only the Wastewater Enterprise, the Power-Only operations of the Hetch Hetchy Enterprise or Retail Customers to be excluded from the Wholesale Revenue Requirement.

F. Utility Plant Ledgers. San Francisco will maintain subsidiary plant ledgers for the Water and Hetch Hetchy Enterprises that contain unique identifying numbers for all assets included in the rate base and identify the original cost, annual depreciation, accumulated depreciation, date placed in service, useful life, salvage value if any, source of funding (e.g., bond series, revenues, grants), and classification for purposes of this Agreement.

- G. **Debt.** San Francisco will maintain documentation identifying:
1. The portion of total bonded debt outstanding related to each series of each bond issue.
 2. The portion of total interest expense related to each series of each bond issue.
 3. The use of proceeds of each bond issue (including proceeds of commercial paper and/or other interim financial instruments redeemed or expected to be redeemed from bonds and earnings on the proceeds of financings) in sufficient detail to determine, for each bond issue, the proceeds and earnings of each (including proceeds and earnings of interim financing vehicles redeemed by a bond issue) and the total amounts expended on Direct Retail improvements and the total amounts expended on Regional improvements.

H. **Changes in Accounting.** Subject to subsections A thru G, San Francisco may change the chart of accounts and accounting practices of the SFPUC and the Water and Hetch Hetchy Enterprises. However, the allocation of any expense to the Wholesale Customers that is specified in the Agreement may not be changed merely because of a change in (1) the accounting system or chart of accounts used by SFPUC, (2) the account to which an expense is posted or (3) a change in the organizational structure of the SFPUC or the Water or Hetch Hetchy Enterprises.

I. **Audit.** San Francisco will arrange for an audit of the financial statements of Water and Hetch Hetchy Enterprises to be conducted each year by an independent certified public accountant, appointed by the Controller, in accordance with Generally Accepted Auditing Standards.

7.02 **Calculation of and Report on Wholesale Revenue Requirement**

A. Within five months after the close of each fiscal year, San Francisco will prepare a report showing its calculation of the Wholesale Revenue Requirement for the preceding fiscal year and the change in the balancing account as of the end of that fiscal year. The first such report will be prepared by November 30, 2010 and will cover fiscal year 2009-10 and the balancing account as of June 30, 2010.

B. The report will consist of the following items:

1. Statement of changes in the balancing account for the fiscal year being reported on, and for the immediately preceding fiscal year, substantially in the form of Attachment O.
2. Detailed supporting schedules 8.1 through 8.2 substantially in the form of Attachment N-2.
3. Description and explanation of any changes in San Francisco's accounting practices from those previously in effect.
4. Explanation of any line item of expense (shown on Attachment N-2, schedules 1 and 4) for which the amount allocated to the Wholesale Customers increased by (a) ten percent or more from the preceding fiscal year, or (b) more than \$1,000,000.
5. Representation letter signed by the SFPUC General Manager and by other SFPUC financial staff shown on Attachment P, as the General Manager may direct, subject to change in position titles at the discretion of the SFPUC.

C. The report will be delivered to the BAWSCA General Manager by the date identified in Subsection A.

Once the report has been delivered to BAWSCA, San Francisco will, upon request:

1. Provide BAWSCA with access to, and copies of, all worksheets and supporting documents used or prepared by San Francisco during its calculation of the Wholesale Revenue Requirement;
2. Make available to BAWSCA all supporting documentation and calculations used by San Francisco in preparing the report; and
3. Promptly provide answers to questions from BAWSCA staff about the report.

7.03 Appointment of Compliance Auditor

A. Purpose. The purpose of this section is to provide for an annual Compliance Audit by an independent certified public accountant of the procedures followed and the underlying data used by San Francisco in calculating the Wholesale Revenue Requirement for the preceding fiscal year. The annual Compliance Audit shall also determine whether the Wholesale Revenue Requirement has been calculated in accordance with the terms of the Agreement and whether amounts paid by the Wholesale Customers in excess of or less than the Wholesale Revenue Requirement have been posted to the balancing account, together with interest as provided in Section 6.05.

B. Method of Appointment. The Controller shall select an independent certified public accountant ("Compliance Auditor") to conduct the Compliance Audit described below. The Compliance Auditor may be the same certified public accountant engaged by the Controller to audit the financial statements of the Water and Hetch Hetchy Enterprises. Subject to approval by the Controller and the General Manager of the SFPUC, the Compliance Auditor shall have the authority to engage such consultants as it deems necessary or appropriate to assist in the audit. The terms of this Article shall be incorporated into the contract between San Francisco and the Compliance Auditor, and the Wholesale Customers shall be deemed to be third-party beneficiaries of said contract.

7.04 Conduct of Compliance Audit

A. Standards. The Compliance Auditor shall perform the Compliance Audit in accordance with Generally Accepted Auditing Standards. In particular, its review shall be governed by the standards contained in Section AU 623 (Reports on Specified Elements, Accounts or Items of a Financial Statement) of the AICPA, *Professional Standards*, as amended from time to time.

B. Preliminary Meeting; Periodic Status Reports; Access to Data. Prior to commencing the audit, the Compliance Auditor shall meet with San Francisco and BAWSCA to discuss the audit plan, the procedures to be employed and the schedule to be followed. During the course of the audit, the Compliance Auditor shall keep San Francisco and BAWSCA informed of any unforeseen problems or circumstances which could cause a delay in the audit or any material expansion of the audit's scope. The Compliance Auditor shall be given full

access to all records of the SFPUC and the Water and Hetch Hetchy Enterprises that the Auditor deems necessary for the audit.

C. Audit Procedures. The Compliance Auditor shall review San Francisco's calculation of the Wholesale Revenue Requirement and the underlying data in order to carry out the purpose of the audit described in Section 7.03.A and to issue the report described in Section 7.05. At a minimum, the Compliance Auditor shall address the following:

1. Water Enterprise Operating and Maintenance Expenses. The Compliance Auditor shall review Water Enterprise cost ledgers to determine whether the recorded operating and maintenance expenses fairly reflect the costs incurred, were recorded on a basis consistent with applicable Generally Accepted Accounting Principles, and were allocated to the Wholesale Customers as provided in this Agreement.
2. Water Enterprise Administrative and General Expenses. The Compliance Auditor shall review Water Enterprise cost ledgers and other appropriate financial records, including those of the SFPUC, to determine whether the recorded administrative and general expenses fairly reflect the costs incurred by or allocated to the Water Enterprise, whether they were recorded on a basis consistent with applicable Generally Accepted Accounting Principles, whether SFPUC charges were allocated to the Water Enterprise in accordance with this Agreement, and whether the amount of administrative and general expenses allocated to the Wholesale Customers was determined as provided by this Agreement.
3. Property Taxes. The Compliance Auditor shall review Water Enterprise cost ledgers to determine whether the amount of property taxes shown on the report fairly reflects the property tax expense incurred by San Francisco for Water Enterprise property outside of San Francisco and whether there has been deducted from the amount to be allocated (1) all taxes actually reimbursed to San Francisco by tenants of Water Enterprise property under leases that require such reimbursement and (2) any refunds received from the taxing authority. The Compliance Auditor also shall determine whether the amount of property taxes allocated to the Wholesale Customers was determined as provided in this Agreement.
4. Debt Service. The Compliance Auditor shall review SFPUC records to determine whether debt service, and associated coverage requirements, were allocated to the Wholesale Customers as provided in this Agreement.

5. Amortization of Existing Assets in Service as of June 30, 2009. The Compliance Auditor shall review both Water and Hetch Hetchy Enterprise records to determine whether the payoff amount for Existing Assets allocated to the Wholesale Customers as shown on Attachment K-1 through K-4 was calculated as provided in Section 5.03 of this Agreement.

6. Revenue-Funded Capital Appropriations/Expenditures. The Compliance Auditor shall review San Francisco's calculation of actual expenditures on the wholesale share of revenue-funded New Regional Assets and remaining unexpended and unencumbered project balances in the "Wholesale Capital Fund" described in Section 6.08, to determine whether the procedures contained in that section were followed.

7. Hetch Hetchy Expenses. The Compliance Auditor shall determine whether Hetch Hetchy Enterprise expenses were allocated to the Wholesale Customers as provided in this Agreement.

D. Use of and Reliance on Audited Financial Statements and Water Use Data

1. In performing the audit, the Compliance Auditor shall incorporate any adjustments to the cost ledgers recommended by the independent certified public accountant, referred to in Section 7.01.1, which audited the financial statements of the Water and Hetch Hetchy Enterprises. The Compliance Auditor may rely upon the work performed by that independent certified public accountant if the Compliance Auditor reviews the work and is willing to take responsibility for it as part of the compliance audit.

2. In performing the Compliance Audit and issuing its report, the Compliance Auditor may rely on water use data furnished by the Water Enterprise, regardless of whether the Wholesale Customers contest the accuracy of such data. The Compliance Auditor shall have no obligation to independently verify the accuracy of the water use data provided by San Francisco; however, the Compliance Auditor shall disclose in its report any information which came to its attention suggesting that the water use data provided by San Francisco are inaccurate in any significant respect.

E. Exit Conference. Upon completion of the audit, the Compliance Auditor shall meet with San Francisco and BAWSCA to discuss audit findings, including (1) any material weakness in internal controls and (2) adjustments proposed by the Compliance Auditor and San Francisco's response (i.e., booked or waived).

7.05 Issuance of Compliance Auditor's Report

A. San Francisco will require the Compliance Auditor to issue its report no later than nine months after the fiscal year under audit (i.e., March 31 of the following calendar year). The Compliance Auditor's report shall be addressed and delivered to San Francisco and BAWSCA. The report shall contain:

1. A statement that the Auditor has audited the report on the calculation of the Wholesale Revenue Requirement and changes in the balancing account, and supporting documents, prepared by San Francisco as required by Section 7.02.

2. A statement that the audit was conducted in accordance with auditing standards generally accepted in the United States of America, and that the audit provides a reasonable basis for its opinion.

3. A statement that in the Compliance Auditor's opinion the Wholesale Revenue Requirement was calculated by San Francisco in accordance with this Agreement and that the change in the balancing account shown in San Francisco's report was calculated as required by this Agreement and presents fairly, in all material respects, changes in and the balance due to (or from) the Wholesale Customers as of the end of the fiscal year under audit.

7.06 Wholesale Customer Review

A. One or more Wholesale Customers, or BAWSCA, may engage an independent certified public accountant (CPA) to conduct a review (at its or their expense) of San Francisco's calculation of the annual Wholesale Revenue Requirement and a review of changes in the balancing account.

B. If a Wholesale Customer or BAWSCA wishes such a review to be conducted it will provide written notice to SFPUC within 30 days of the date the Compliance Auditor's report is issued. The notice will identify the CPA or accounting/auditing firm that will conduct the review and the specific aspects of the Compliance Auditor's report that are the subject of the review. If more than one notice of review is received by the SFPUC, the requesting Wholesale Customers shall combine and coordinate their reviews and select a lead auditor to act on their behalf for the purposes of requesting documents and conducting on-site investigations.

C. San Francisco will cooperate with the CPA appointed by a Wholesale Customer or BAWSCA. This cooperation includes making requested records promptly available, making

knowledgeable SFPUC personnel available to timely and truthfully answer the CPA's questions and directing the Compliance Auditor to cooperate with the CPA.

D. The Wholesale Customer's review shall be completed within 60 days after the date the Compliance Auditor's report is issued. At the conclusion of the review, representatives of San Francisco and BAWSCA shall meet to discuss any differences between them concerning San Francisco's compliance with Articles 5 or 6 of this Agreement during the preceding fiscal year or San Francisco's calculation of the Wholesale Revenue Requirement for the preceding fiscal year. If such differences cannot be resolved, the dispute shall be submitted to arbitration in accordance with Section 8.01.

Article 8. Other Agreements of the Parties

8.01 Arbitration and Judicial Review

A. General Principles re Scope of Arbitration. All questions or disputes arising under the following subject areas shall be subject to mandatory, binding arbitration and shall not be subject to judicial determination:

1. the determination of the Wholesale Revenue Requirement, which shall include both the calculations used in the determination and the variables used in those calculations;
2. the SFPUC's adherence to accounting practices and conduct of the Compliance Audit; and
3. the SFPUC's classification of new assets for purposes of determining the Wholesale Revenue Requirement.

All other questions or disputes arising under this Agreement shall be subject to judicial determination. Disputes about the scope of arbitrability shall be resolved by the courts.

B. Demand for Arbitration. If any arbitrable question or dispute should arise, any Wholesale Customer or the SFPUC may commence arbitration proceedings hereunder by service of a written Demand for Arbitration. Demands for arbitration shall set forth all of the issues to be arbitrated, the general contentions relating to those issues, and the relief sought by the party serving the Demand. Within 45 days after service of a Demand upon it, any Wholesale Customer or the SFPUC may serve a Notice of Election to become a party to the arbitration and a Response to the issues set forth in the Demand. The Response shall include the party's general contentions and defenses with respect to the claims made in the Demand, and may include any otherwise arbitrable claims, contentions and demands that concern the fiscal year covered by the Demand. If a timely Notice of Election and Response is not filed by any such entity, it shall not be a party to the arbitration but shall nonetheless be bound by the award of the arbitrator. If no party to this Agreement serves a timely Notice of Election and Response, the party seeking arbitration shall be entitled to the relief sought in its Demand for Arbitration without the necessity of further proceedings. Any claims not made in a Demand or Response shall be deemed waived.

If a Demand or Notice of Election is made by the SFPUC, it shall be served by personal delivery or certified mail to each Wholesale Customer at the address of such customer as set forth in the billing records of the SFPUC. If a Demand or Notice of Election is made by a Wholesale Customer, service shall be by certified mail or personal delivery to the General Manager, SFPUC, 1155 Market Street, 11th Floor, San Francisco, California 94103, and to each of the other Wholesale Customers. If arbitration is commenced, the Wholesale Customers shall use their best efforts to formulate a single, joint position with respect thereto. In any event, with respect to the appointment of arbitrators, as hereinafter provided, all Wholesale Customers that take the same position as to the issues to be arbitrated shall jointly and collectively be deemed to be a single party.

C. Limitations Period. All Demands For Arbitration shall be served within twelve months of receipt by BAWSCA of the Wholesale Revenue Requirement Compliance Auditor's Report for that year. If a party fails to file a Demand within the time period specified in this subsection, that party waives all present and future claims with respect to the fiscal year in question. If no such Demand is served within the twelve month period specified above, the SFPUC's determination of the Wholesale Revenue Requirement for that year shall be final and conclusive. Whether any particular claim is barred by the twelve month limitations period provided for herein shall be for the arbitrator to determine. Prior to the expiration of the twelve month limitations period, the parties to the dispute may agree by written stipulation to extend the period by up to six additional months.

The Arbitrator may order the alteration or recalculation of underlying Water Enterprise and/or Hetch Hetchy Enterprise accounts or asset classifications. Such changes shall be used to calculate the Wholesale Revenue Requirement for the fiscal year in dispute and shall also be used to determine future Wholesale Revenue Requirements, if otherwise applicable, even though the existing entries in such accounts or the asset classifications, in whole or in part, predate the twelve month period described above, so long as a timely arbitration Demand has been filed in accordance with this subsection.

D. Number and Appointment of Arbitrators. All arbitration proceedings under this section shall be conducted by a single arbitrator, selected by the SFPUC and a designated representative of the Wholesale Customers or each group of Wholesale Customers that take the same position with respect to the arbitration, within 75 days after service of the Demand. If the parties to the arbitration cannot agree on an arbitrator within 75 days, any party may petition

the Marin County Superior Court for the appointment of an arbitrator pursuant to Code of Civil Procedure Section 1281.6 (or any successor provision).

E. **Guidelines for Qualifications of Arbitrators.** The Wholesale Customers and the SFPUC acknowledge that the qualifications of the arbitrator will vary with the nature of the matter arbitrated, but, in general, agree that such qualifications may include service as a judge or expertise in one or more of the following fields: public utility law, water utility rate setting, water system and hydraulic engineering, utility accounting methods and practices, and water system operation and management. The parties to the arbitration shall use their best efforts to agree in advance upon the qualifications of any arbitrator to be appointed by the Superior Court.

F. **Powers of Arbitrator; Conduct of Proceedings**

1. Except as provided in this section, arbitrations under this section shall be conducted under and be governed by the provisions of California Code of Civil Procedure Sections 1282.2 through 1284.2 (hereinafter, collectively, "Code sections"), and arbitrators appointed hereunder shall have the powers and duties specified by the Code sections.

2. Within the meaning of the Code sections, the term "neutral arbitrator" shall mean the single arbitrator selected by the parties to the arbitration.

3. Unless waived in writing by the parties to the arbitration, the notice of hearing served by the arbitrator shall not be less than 90 days.

4. The lists of witnesses (including expert witnesses), and the lists of documents (including the reports of expert witnesses) referred to in Code of Civil Procedure Section 1282.2 shall be mutually exchanged, without necessity of demand therefore, no later than 60 days prior to the date of the hearing, unless otherwise agreed in writing by the parties to the arbitration. Upon application of any party, or on his or her own motion, the arbitrator may schedule one or more prehearing conferences for the purposes of narrowing and/or expediting resolution of the issues in dispute. Strict conformity to the rules of evidence is not required, except that the arbitrator shall apply applicable law relating to privileges and work product. The arbitrator shall consider evidence that he or she finds relevant and material to the dispute, giving the evidence such weight as is appropriate. The arbitrator may limit testimony to exclude evidence that would be immaterial or unduly repetitive, provided that all parties are afforded the opportunity to present material and relevant evidence.

5. Within thirty days after the close of the arbitration hearing, or such other time as the arbitrator shall determine, the parties will submit proposed findings and a proposed remedy to the arbitrator. The parties may file objections to their adversary's proposed findings and remedy within a time limit to be specified by the arbitrator. The arbitrator shall not base his or her award on information not obtained at the hearing.

6. The arbitrator shall render a written award no later than twelve months after the arbitrator is appointed, either by the parties or by the court, provided that such time may be waived or extended as provided in Code of Civil Procedure Section 1283.8.

7. The provisions for discovery set forth in Code of Civil Procedure Section 1283.05 are incorporated into and made part of this Agreement, except that: (a) leave of the arbitrator need not be obtained for the taking of depositions, including the depositions of expert witnesses; (b) the provisions of Code of Civil Procedure Section 2034.010 et seq., relating to discovery of expert witnesses, shall automatically be applicable to arbitration proceedings arising under this Agreement without the necessity for a formal demand pursuant to Section 2034.210 and the date for the exchange of expert discovery provided by Sections 2034.260 and 2034.270 shall be not later than 60 days prior to the date for the hearing; and (c) all reports, documents, and other materials prepared or reviewed by any expert designated to testify at the arbitration shall be discoverable. In appropriate circumstances, the arbitrator may order any party to this Agreement that is not a party to the arbitration to comply with any discovery request.

8. For the purposes of allocation of expenses and fees, as provided in Code of Civil Procedure Section 1284.2, if any two or more Wholesale Customers join together in a single, joint position in the arbitration, those Wholesale Customers shall be deemed to be a single party. If any Wholesale Customer or customers join together with the SFPUC in a single joint position in the arbitration, those Wholesale Customers and the SFPUC together shall be deemed to be a single party.

9. Subject to any other limitations imposed by the Agreement, the arbitrator shall have power to issue orders mandating compliance with the terms of the Agreement or enjoining violations of the Agreement. With respect to any arbitration brought to redress a claimed wholesale overpayment to the SFPUC, the arbitrator's power to award monetary relief

shall be limited to entering an order requiring that an adjustment be made in the amount posted to the balancing account for the fiscal year covered by the Demand.

10. All awards of the arbitrator shall be binding on the SFPUC and the Wholesale Customers regardless of the participation or lack thereof by any Wholesale Customer or the SFPUC as a party to the arbitration proceeding. The parties to an arbitration shall have the power to modify or amend any arbitration award by mutual consent. The arbitrator shall apply California law.

8.02 Attorneys' Fees

A. Arbitration or Litigation Between San Francisco and Wholesale Customers Arising under the Agreement or Individual Water Sales Contracts. Each party will bear its own costs, including attorneys' fees, incurred in any arbitration or litigation arising under this Agreement or the Individual Water Sales Contracts between San Francisco and the Wholesale Customers. Notwithstanding the foregoing, and subject to the limitations contained herein, the SFPUC may allocate to the Wholesale Customers as an allowable expense, utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses, any attorneys' fees and costs incurred by the SFPUC in connection with arbitration and/or litigation arising under this Agreement and/or the Individual Water Sales Contracts. Attorneys' fees incurred by the SFPUC for attorneys employed in the San Francisco City Attorney's office shall be billed at the hourly rates charged for the attorneys in question by the San Francisco City Attorney's Office to the SFPUC. Attorneys' fees incurred by the SFPUC for attorneys other than those employed in the San Francisco City Attorney's Office shall be limited to the hourly rates charged to the SFPUC for attorneys and paralegals with comparable experience employed in the San Francisco City Attorney's office and in no event shall exceed the highest hourly rate charged by any attorney or paralegal employed in the City Attorney's Office to the SFPUC.

B. Arbitration or Litigation Outside of Agreement Concerning the SFPUC Water System or Reserved Issues

1. The attorneys' fees and costs incurred by the SFPUC in litigation between San Francisco and one or more of the Wholesale Customers arising from matters outside of the Agreement, including, without limitation, litigation and/or arbitration concerning the issues specifically reserved in the Agreement, shall be allocated between the Retail Customers and the

Wholesale Customers utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses.

2. If, in any litigation described in subsection B.1 above, attorneys' fees and costs are awarded to one or more of the Wholesale Customers as prevailing parties, the SFPUC's payment of the Wholesale Customers' attorneys' fees and costs shall not be an allowable expense pursuant to subsection A.

3. If, in any litigation described in subsection B.1, the SFPUC obtains an award of attorneys' fees and costs as a prevailing party against one or more of the Wholesale Customers, any such award shall be reduced to offset the amount of the SFPUC's fees and costs, if any, that have already been paid by the Wholesale Customers in the current or any prior fiscal years pursuant to subsection B.1 and the provisions of Articles 5 and 6 of the Agreement.

4. Nothing contained in this Agreement, including this subsection, shall authorize a court to award attorneys' fees and costs to a prevailing party as a matter of contract and/or the provisions of Civil Code Section 1717, in litigation between San Francisco and one or more of the Wholesale Customers arising from matters outside of the Agreement, including, without limitation, litigation and/or arbitration concerning the issues specifically reserved in the Agreement.

C. Attorneys Fees and Costs Incurred by the SFPUC in Connection with the Operation and Maintenance of the SFPUC Water Supply System. All attorneys' fees and costs incurred by the SFPUC in connection with the operation and maintenance of the SFPUC's water supply system shall be allocated between Retail Customers and the Wholesale Customers utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses.

8.03 Annual Meeting and Report

A. The parties wish to ensure that the Wholesale Customers may, in an orderly way, be informed of matters affecting the Regional Water System, including matters affecting the continuity and adequacy of their water supply from San Francisco.

For this purpose, the General Manager of the SFPUC shall meet annually with the Wholesale Customers and BAWSCA during the month of February, commencing

February 2010. At these annual meetings, the SFPUC shall provide the Wholesale Customers a report on the following topics:

1. Capital additions under construction or being planned for the Regional Water System, including the status of planning studies, financing plans, environmental reviews, permit applications, etc.;
2. Water use trends and projections for Retail Customers and Wholesale Customers;
3. Water supply conditions and projections;
4. The status of any administrative proceedings or litigation affecting San Francisco's water rights or the SFPUC's ability to deliver water from the watersheds which currently supply the Regional Water System;
5. Existing or anticipated problems with the maintenance and repair of the Regional Water System or with water quality;
6. Projections of Wholesale Revenue Requirements for the next five years;
7. Any other topic which the SFPUC General Manager places on the agenda for the meeting;
8. Any topic which the Wholesale Customers, through BAWSCA, request be placed on the agenda, provided that the SFPUC is notified of the request at least 10 days before the meeting.

B. The General Manager of the SFPUC, the Assistant General Manager of the Water Enterprise, and the Assistant General Manager of Business Services-CFO will use their best efforts to attend the annual meetings. If one or more of these officers are unable to attend, they will designate an appropriately informed assistant to attend in their place.

8.04 Administrative Matters Delegated to BAWSCA

A. The Wholesale Customers hereby delegate the authority and responsibility for performing the following administrative functions contemplated in this Agreement to BAWSCA:

1. Approval of calculations of Proportional Annual Water Use required by Section 3.14 and Attachment J, "Water Use Measurement and Tabulation";
2. Approval of amendments to Attachments J and K-3 and K-4, "25-Year Payoff Schedules for Existing Rate Base";
3. Agreement that the Water Meter and Calibration Procedures Manual to be prepared by the SFPUC may supersede some or all of the requirements in Attachment J, as described in Section 3.14;
4. Conduct of Wholesale Customer review of SFPUC's calculation of annual Wholesale Revenue Requirement/Change in Balancing Account described in Section 7.06;
5. Approval of an adjustment to Wholesale Revenue Coverage as described in Section 6.06.

B. A majority of the Wholesale Customers may, without amending this Agreement, delegate additional administrative functions to BAWSCA. To be effective, such expanded delegation must be evidenced by resolutions adopted by the governing bodies of a majority of the Wholesale Customers.

C. Unless otherwise explicitly stated, the administrative authority delegated to BAWSCA may be exercised by the General Manager/CEO of BAWSCA, rather than requiring action by the BAWSCA Board of Directors. In addition, the Wholesale Customers may, with the consent of BAWSCA, delegate to BAWSCA the initiation, defense, and settlement of arbitration proceedings provided for in Section 8.01.

8.05 Preservation of Water Rights; Notice of Water Rights Proceedings

A. It is the intention of San Francisco to preserve all of its water rights, irrespective of whether the water held under such water rights is allocated under this Agreement. Nothing in this Agreement shall be construed as an abandonment, or evidence of an intent to abandon, any of the water rights that San Francisco presently possesses.

B. San Francisco shall use its best efforts to give prompt notice to BAWSCA of any litigation or administrative proceedings to which San Francisco is a party involving water rights to the Regional Water System. The failure of San Francisco to provide notice as required by this section, for whatever reason, shall not give rise to any monetary liability.

8.06 SFPUC Rules and Regulations

The sale and delivery of all water under this Agreement shall be subject to such of the "Rules and Regulations Governing Water Service to Customers" of the Water Enterprise adopted by the Commission, as those rules and regulations may be amended from time to time, as are (1) applicable to the sale and delivery of water to the Wholesale Customers, (2) reasonable, and (3) not inconsistent with either this Agreement or with an Individual Water Sales Contract. The SFPUC will give the Wholesale Customers notice of any proposal to amend the Rules and Regulations in a manner that would affect the Wholesale Customers. The notice will be delivered at least thirty days in advance of the date on which the proposal is to be considered by the Commission and will be accompanied by the text of the proposed amendment.

8.07 Reservations of, and Limitations on, Claims

A. **General Reservation of Raker Act Contentions**. The 1984 Agreement resolved a civil action brought against San Francisco by certain of the Wholesale Customers. Plaintiffs in that action contended that they, and other Wholesale Customers that are municipalities or special districts, were "co-grantees" within the meaning of Section 8 of the Act and were entitled to certain rights, benefits and privileges by virtue of that status. San Francisco disputed those claims.

Nothing in this Agreement, or in the Individual Water Sales Contracts, shall be construed or interpreted in any way to affect the ultimate resolution of the controversy between the parties concerning whether any of the Wholesale Customers are "co-grantees" under the Act and, if so, what rights, benefits and privileges accrue to them by reason of that claimed status.

B. **Claims Reserved but not Assertable During Term or Portions Thereof**. The following claims, which San Francisco disputes, are reserved but may not be asserted during the Term (or portions thereof, as indicated):

1. The Wholesale Customers' claim that the Act entitles them to water at cost.
2. The Wholesale Customers' claim that San Francisco is obligated under the Act or state law to supply them with additional water in excess of the Supply Assurance. This claim may not be asserted unless and until San Francisco decides not to meet projected

water demands of Wholesale Customers in excess of the Supply Assurance pursuant to Section 4.06.

3. The claim by San Jose and Santa Clara that they are entitled under the Act, or any other federal or state law, to permanent, non-interruptible status and to be charged rates identical to those charged other Wholesale Customers. This claim may not be asserted unless and until San Francisco notifies San Jose or Santa Clara that it intends to interrupt or terminate water deliveries pursuant to Section 4.05.

4. The Wholesale Customers' claim that the SFPUC is not entitled to impose a surcharge for lost power generation revenues attributable to furnishing water in excess of the Supply Assurance. This claim may not be asserted unless and until SFPUC furnishes water in excess of the Supply Assurance during the Term and also includes such a surcharge in the price of such water.

5. Claims by Wholesale Customers (other than San Jose and Santa Clara, whose service areas are fixed) that SFPUC is obligated under the Act or state law to furnish water, within their Individual Supply Guarantee, for delivery to customers outside their existing service area and that Wholesale Customers are entitled to enlarge their service areas to supply those customers. Such claims may be asserted only after compliance with the procedure set forth in Section 3.03, followed by SFPUC's denial of, or failure for six months to act on, a written request by a Wholesale Customer to expand its service area.

C. **Waived Activities.** The Wholesale Customers (and the SFPUC, where specified) will refrain from the following activities during the Term (or portions thereof, as specified):

1. The Wholesale Customers and the SFPUC will not contend before any court, administrative agency or legislative body or committee that the methodology for determining the Wholesale Revenue Requirement (or the requirements for (a) amortization of the ending balance under the 1984 Agreement, or (b) contribution to the Wholesale Revenue Coverage) determined in accordance with this Agreement violates the Act or any other provision of federal law, state law, or San Francisco's City Charter, or is unfair, unreasonable or unlawful.

2. The Wholesale Customers will not challenge the transfer of funds by the SFPUC to any other San Francisco City department or fund, provided such transfer complies with the San Francisco City Charter. The transfer of its funds, whether or not permitted by the

City Charter, will not excuse the SFPUC from its failure to perform any obligation imposed by this Agreement.

3. The Wholesale Customers and the SFPUC will not assert monetary claims against one another based on the 1984 Agreement other than otherwise arbitrable claims arising from the three fiscal years immediately preceding the start of the Term (i.e., FYs 2006-07, 2007-08 and 2008-09). Such claims, if any, shall be governed by the dispute resolution provisions of this Agreement, except that the time within which arbitration must be commenced shall be 18 months from delivery of the Compliance Auditor's report.

D. Other

1. This Agreement shall determine the respective monetary rights and obligations of the parties with respect to water sold by the SFPUC to the Wholesale Customers during the Term. Such rights and obligations shall not be affected by any judgments or orders issued by any court in litigation, whether or not between parties hereto, and whether or not related to the controversy over co-grantee status, except for arbitration and/or litigation expressly permitted in this Agreement. No judicial or other resolution of issues reserved by this section will affect the Wholesale Revenue Requirement which, during the Term, will be determined exclusively as provided in Articles 5, 6 and 7 of this Agreement.

2. Because delays in the budget process or other events may cause the SFPUC to defer the effective date of changes in wholesale rates until after the beginning of the fiscal year, this Agreement does not require the SFPUC to make changes in wholesale rates effective at the start of the fiscal year or at any other specific date.

3. The Wholesale Customers do not, by executing this Agreement, concede the legality of the SFPUC's establishing Interim Supply Allocations, as provided in Article 4 or imposing Environmental Enhancement Surcharges on water use in excess of such allocations. Any Wholesale Customer may challenge such allocation when imposed and/or such surcharges if and when levied, in any court of competent jurisdiction.

4. The furnishing of water in excess of the Supply Assurance by San Francisco to the Wholesale Customers shall not be deemed or construed to be a waiver by San Francisco of its claim that it has no obligation under any provision of law to supply such water to the Wholesale Customers, nor shall it constitute a dedication by San Francisco to the Wholesale Customers of such water.

8.08 Prohibition of Assignment

A. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns. Each Wholesale Customer agrees that it will not transfer or assign any rights or privileges under this Agreement, either in whole or in part, or make any transfer of all or any part of its water system or allow the use thereof in any manner whereby any provision of this Agreement will not continue to be binding on it, its assignee or transferee, or such user of the system. Any assignment or transfer in violation of this covenant, and any assignment or transfer that would result in the supply of water in violation of the Act, shall be void.

B. Nothing in this section shall prevent any Wholesale Customer (except the California Water Service Company and Stanford) from entering into a joint powers agreement or a municipal or multi-party water district with any other Wholesale Customer (except the two listed above) to exercise the rights and obligations granted to and imposed upon the Wholesale Customers hereunder, nor shall this section prevent any Wholesale Customer (except the two listed above) from succeeding to the rights and obligations of another Wholesale Customer hereunder as long as the Wholesale Service Area served by the Wholesale Customers involved in the succession is not thereby enlarged.

8.09 Notices

A. All notices and other documents that San Francisco is required or permitted to send to the Wholesale Customers under this Agreement shall be sent to each and all of the Wholesale Customers by United States mail, first class postage prepaid, addressed to each Wholesale Customer at the address to which monthly water bills are mailed by the Water Enterprise.

B. All notices or other documents which the Wholesale Customers are required or permitted to send to San Francisco under this Agreement shall be sent by United States mail, first class postage prepaid, addressed as follows:

General Manager
San Francisco Public Utilities Commission
1155 Market Street, 11th Floor
San Francisco, CA 94103

C. Each Wholesale Customer is a member of BAWSCA. San Francisco shall send a copy of each notice or other document which it is required to send to all Wholesale Customers to BAWSCA addressed as follows:

General Manager/CEO
Bay Area Water Supply and Conservation Agency
155 Bovet Road, Suite 302
San Mateo, CA 94402

The failure of San Francisco to send a copy of such notices or documents to BAWSCA shall not invalidate any rate set or other action taken by San Francisco.

D. Any party (or BAWSCA) may change the address to which notice is to be sent to it under this Agreement by notice to San Francisco (in the case of a change desired by a Wholesale Customer or BAWSCA) and to the Wholesale Customer and BAWSCA (in the case of a change desired by San Francisco).

The requirements for notice set forth in Section 8.01 concerning arbitration shall prevail over this section, when they are applicable.

8.10 Incorporation of Attachments

Attachments A through Q, referred to herein, are incorporated in and made a part of this Agreement.

8.11 Interpretation

In interpreting this Agreement, or any provision thereof, it shall be deemed to have been drafted by all signatories, and no presumption pursuant to Civil Code Section 1654 may be invoked to determine the Agreement's meaning. The marginal headings and titles to the sections and paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

8.12 Actions and Approvals by San Francisco

Whenever action or approval by San Francisco is required or contemplated by this Agreement, authority to act or approve shall be exercised by the Commission, except if such action is required by law to be taken, or approval required to be given, by the San Francisco Board of Supervisors. The Commission may delegate authority to the General Manager in

accordance with the San Francisco City Charter and Administrative Code, except for actions that this Agreement requires to be taken by the Commission.

8.13 Counterparts

Execution of this Agreement may be accomplished by execution of separate counterparts by each signatory. San Francisco shall deliver its executed counterpart to BAWSCA and the counterpart which each Wholesale Customer executes shall be delivered to San Francisco. The separate executed counterparts, taken together, shall constitute a single agreement.

8.14 Limitations on Damages

A. Unless otherwise prohibited by this Agreement, general or direct damages may be recovered for a breach of a party's obligations under this Agreement. No party is liable for, or may recover from any other party, special, indirect or consequential damages or incidental damages, including, but not limited to, lost profits or revenue. No damages may be awarded for a breach of Section 8.17.

B. The limitations in subsection A apply only to claims for damages for an alleged breach of this Agreement. These limitations do not apply to claims for damages for an alleged breach of a legal duty that arises independently of this Agreement, established by constitution or statute.

C. If damages would be an inadequate remedy for a breach of this Agreement, equitable relief may be awarded by a court in a case in which it is otherwise proper.

D. This section does not apply to any claim of breach for which arbitration is the exclusive remedy pursuant to Section 8.01.A.

8.15 Force Majeure

A. **Excuse from Performance.** No party shall be liable in damages to any other party for delay in performance of, or failure to perform, its obligations under this Agreement, including the obligations set forth in Sections 3.09 and 4.06, if such delay or failure is caused by a "Force Majeure Event."

B. **Notice.** The party claiming excuse shall deliver to the other parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force

Majeure Event. Notice required by this section shall be given promptly in light of the circumstances, and, in the case of events described in (c), (d) or (e) of the definition of Force Majeure Event only, not later than ten (10) days after the occurrence of the Force Majeure Event. Such notice shall describe the Force Majeure Event, the services impacted by the claimed event, the length of time that the party expects to be prevented from performing, and the steps which the party intends to take to restore its ability to perform.

C. **Obligation to Restore Ability to Perform.** Any suspension of performance by a party pursuant to this section shall be only to the extent, and for a period of no longer duration than, required by the nature of the Force Majeure Event, and the party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible.

8.16 No Third-Party Beneficiaries

This Agreement is exclusively for the benefit of the parties and not for the benefit of any other Person. There are no third-party beneficiaries of this Agreement and no person not a party shall have any rights under or interests in this Agreement.

No party may assert a claim for damages on behalf of a person other than itself, including a person that is not a party.

8.17 Good Faith and Fair Dealing

San Francisco and the Wholesale Customers each acknowledge their obligation under California law to act in good faith toward, and deal fairly with, each other with respect to this Agreement.

Article 9. Implementation and Special Provisions Affecting Certain Wholesale Customers

9.01 General; Individual Water Sales Contracts

A. As described in Section 1.03, San Francisco previously entered into Individual Water Sales Contracts with each of the Wholesale Customers. The term of the majority of Individual Water Sales Contracts will expire on June 30, 2009, concurrently with the expiration of the 1984 Agreement. Except as provided below in this Article, each of the Wholesale Customers will execute a new Individual Water Sales Contract with San Francisco concurrently with its approval of the Agreement.

B. The Individual Water Sales Contracts will describe the service area of each Wholesale Customer, identify the location and size of connections between the Regional Water System and the Wholesale Customer's distribution system, provide for periodic rendering and payment of bills for water usage, and in some instances contain additional specialized provisions unique to the particular Wholesale Customer and not of general concern or applicability. A sample Individual Water Sales Contract is provided at Attachment F. The Individual Water Sales Contracts between San Francisco and the Wholesale Customers will not contain any provision inconsistent with Articles 1 through 8 of this Agreement except (1) as provided below in this Article or (2) to the extent that such provisions are not in derogation of the Fundamental Rights of other Wholesale Customers under this Agreement. Any provisions in an Individual Water Sales Contract which are in violation of this section shall be void.

9.02 California Water Service Company

A. The parties recognize that the California Water Service Company is an investor-owned utility company and, as such, has no claim to co-grantee status under the Act, which specifically bars private parties from receiving for resale any water produced by the Hetch Hetchy portion of the Regional Water System. Accordingly, the following provisions shall apply to the California Water Service Company, notwithstanding anything to the contrary elsewhere in this Agreement.

B. The total quantity of water delivered by San Francisco to the California Water Service Company shall not in any calendar year exceed 47,400 acre feet, which is the estimated average annual production of Local System Water. If San Francisco develops additional Local System Water after the Effective Date, it may (1) increase the maximum

delivery amount stated herein; and (2) increase the Supply Assurance, but not necessarily both. San Francisco has no obligation to deliver water to California Water Service Company in excess of the maximum stated herein, except as such maximum may be increased by San Francisco pursuant to this subsection. The maximum annual quantity of Local System Water set forth in this subsection is intended to be a limitation on the total quantity of water that may be allocated to California Water Service Company, and is not an Individual Supply Guarantee for purposes of Section 3.02. The maximum quantity of Local System Water set forth in this subsection is subject to reduction in response to (1) changes in long-term hydrology or (2) environmental water requirements that may be imposed by or negotiated with state and federal resource agencies in order to comply with state or federal law or to secure applicable permits for construction of Regional Water System facilities. San Francisco shall notify California Water Service Company of any anticipated reduction of the quantity of Local System Water set forth in this subsection, along with an explanation of the basis for the reduction.

C. Notwithstanding anything in Section 8.08 to the contrary, California Water Service Company shall have the right to assign to a public agency having the power of eminent domain all or a portion of the rights of California Water Service Company under any contract between it and San Francisco applicable to any individual district of California Water Service Company in connection with the acquisition by such public agency of all or a portion of the water system of California Water Service Company in such district. In the event of any such assignment of all the rights, privileges and obligations of California Water Service Company under such contract, California Water Service Company shall be relieved of all further obligations under such contract provided that the assignee public agency expressly assumes the obligations of California Water Service Company thereunder. In the event of such an assignment of a portion of the rights, privileges and obligations of California Water Service Company under such contract, California Water Service Company shall be relieved of such portion of such obligations so assigned thereunder provided that the assignee public agency shall expressly assume such obligations so assigned to it.

D. Should California Water Service Company seek to take over or otherwise acquire, in whole or in part, the service obligations of another Wholesale Customer under Section 3.03.E, it will so inform San Francisco at least six months prior to the effective date of the sale and provide information concerning the total additional demand proposed to be served, in order that San Francisco may compare the proposed additional demand to the then-current estimate of Local System Water. In this regard, California Water Service Company has notified

the SFPUC that it has reached an agreement to acquire the assets of Skyline County Water District ("Skyline") and assume the responsibility for providing water service to customers in the Skyline service area. California Water Service Company has advised the SFPUC that, on September 18, 2008, the California Public Utilities Commission approved California Water Service Company's acquisition of Skyline. The SFPUC anticipates approving the transfer of Skyline's Supply Guarantee as shown on Attachment C to California Water Service Company and the expansion of California Water Service Company's service area to include the current Skyline service area before the Effective Date of this Agreement. All parties to this Agreement authorize corresponding modifications of Attachment C, as well as any of the Agreement's other provisions, to reflect the foregoing transaction without the necessity of amending this Agreement.

E. Nothing in this Agreement shall preclude San Francisco from selling water to any county, city, town, district, political subdivision, or other public agency for resale to customers within the service area of the California Water Service Company. Nothing in this Agreement shall require or contemplate any delivery of water to California Water Service Company in violation of the Act.

F. Nothing in this Agreement shall alter, amend or modify the Findings of Fact and Conclusions of Law and the Judgment dated May 25, 1961, in that certain action entitled *City and County of San Francisco v. California Water Service Company* in the Superior Court of the State of California in and for the County of Marin, No. 23286, as modified by the Quitclaim Deed from California Water Service Company to San Francisco dated August 22, 1961. The rights and obligations of San Francisco and California Water Service Company under these documents shall continue as therein set forth.

9.03 City of Hayward

A. San Francisco and the City of Hayward ("Hayward") entered into a water supply contract on February 9, 1962 ("the 1962 contract") which provides, *inter alia*, that San Francisco will supply Hayward with all water supplemental to sources and supplies of water owned or controlled by Hayward as of that date, in sufficient quantity to supply the total water needs of the service area described on an exhibit to the 1962 contract "on a permanent basis." The service area map attached as Exhibit C to the 1962 contract was amended in 1974 to remove an area of land in the Hayward hills and in 2008 to make minor boundary adjustments identified in SFPUC Resolution No. 08-0035.

B. The intention of the parties is to continue the 1962 contract, as amended, in effect as the Individual Water Sales Contract between San Francisco and Hayward. Accordingly, it shall not be necessary for San Francisco and Hayward to enter into a new Individual Water Sales Contract pursuant to this Article and approval of this Agreement by Hayward shall constitute approval of both this Agreement and an Individual Water Sales Contract for purposes of Section 1.03. The 1962 contract, as amended, will continue to describe the service area of Hayward, while rates for water delivered to Hayward during the Term shall be governed by Article 5 hereof. The 1962 contract, as amended, will continue in force after the expiration of the Term.

9.04 Estero Municipal Improvement District

A. San Francisco and the Estero Municipal Improvement District ("Estero") entered into a water supply contract on August 24, 1961, the term of which continues until August 24, 2011 ("the 1961 Contract"). The 1961 Contract provides, *inter alia*, that San Francisco will supply Estero with all water supplemental to sources and supplies of water owned or controlled by Estero as of that date, in sufficient quantity to supply the total water needs of the service area described on an exhibit to the 1961 Contract.

B. The intention of the parties is to terminate the 1961 Contract and replace it with a new Individual Water Sales Contract which will become effective on July 1, 2009. The new Individual Water Sales Contract will describe the current service area of Estero. The Individual Supply Guarantee applicable to Estero shall be 5.9 MGD, rather than being determined as provided in the 1961 Contract.

9.05 Stanford University

A. The parties recognize that The Board of Trustees of The Leland Stanford Junior University ("Stanford") operates a non-profit university, and purchases water from San Francisco for redistribution to the academic and related facilities and activities of the university and to residents of Stanford, the majority of whom are either employed by or students of Stanford. Stanford agrees that all water furnished by San Francisco shall be used by Stanford only for domestic purposes and those directly connected with the academic and related facilities and activities of Stanford, and no water furnished by San Francisco shall be used in any area now or hereafter leased or otherwise used for industrial purposes or for commercial purposes other than those campus support facilities that provide direct services to Stanford faculty, students or staff such as the U.S. Post Office, the bookstore and Student Union.

Nothing in this Agreement shall preclude San Francisco from selling water to any county, city, town, political subdivision or other public agency for resale to Stanford or to customers within the service area of Stanford.

B. Notwithstanding anything in Section 8.08 to the contrary, Stanford shall have the right to assign to a public agency having the power of eminent domain all or a portion of the rights of Stanford under this Agreement or the Individual Water Sales Contract between it and San Francisco in connection with the acquisition by such public agency of all or a portion of Stanford's water system. In the event of any such assignment of all the rights, privileges, and obligations of Stanford under such contract, Stanford shall be relieved of all further obligations under such contract, provided that the assignee public agency expressly assumes Stanford's obligations thereunder. In the event of such an assignment of a portion of the rights, privileges, and obligations of Stanford under such contract, Stanford shall be relieved of such obligations so assigned thereunder, provided that the assignee public agency shall expressly assume such obligations so assigned to it.

Nothing in this Agreement shall require or contemplate any delivery of water to Stanford in violation of the Act.

9.06 City of San Jose and City of Santa Clara

A. **Continued Supply on Temporary, Interruptible Basis.** During the term of the 1984 Agreement, San Francisco provided water to the City of San Jose ("San Jose") and the City of Santa Clara ("Santa Clara") on a temporary, interruptible basis pursuant to SFPUC Resolution No. 85-0256. Subject to termination or reduction of supply as provided in Section 4.05 of this Agreement, San Francisco will continue to supply water to San Jose and Santa Clara on a temporary, interruptible basis pending a decision by the Commission, pursuant to Section 4.05.H, as to whether to make San Jose and Santa Clara permanent customers of the Regional Water System. San Francisco will furnish water to San Jose and Santa Clara at the same rates as those applicable to other Wholesale Customers pursuant to this Agreement. Water delivered to San Jose and Santa Clara after July 1, 2009 may be limited by the SFPUC's ability to meet the full needs of all its other Retail and Wholesale Customers. The service areas of San Jose and Santa Clara set forth in their Individual Water Sales Contracts may not be expanded using the procedure set forth in Section 3.03. The combined annual average water usage of San Jose and Santa Clara shall not exceed 9 MGD. The allocation of that total

amount between San Jose and Santa Clara shall be as set forth in their Individual Water Sales Contracts.

B. **Reservation of Rights.** In signing this Agreement, neither San Jose nor Santa Clara waives any of its rights to contend, in the event that San Francisco (1) elects to terminate or interrupt water deliveries to either or both of the two cities prior to 2018 using the process set forth in Section 4.05, or (2) does not elect to take either city on as a permanent customer in 2018, that it is entitled to permanent customer status, pursuant to the Act or any other federal or state law. In signing this Agreement, San Francisco does not waive its right to deny any or all such contentions.

9.07 City of Brisbane, Guadalupe Valley Municipal Improvement District, Town of Hillsborough

A. The parties acknowledge that San Francisco has heretofore provided certain quantities of water to the City of Brisbane ("Brisbane"), Guadalupe Valley Municipal Improvement District ("Guadalupe") and the Town of Hillsborough ("Hillsborough") at specified rates or without charge pursuant to obligations arising out of agreements between the predecessors of San Francisco and these parties, which agreements are referred to in judicial orders, resolutions of the SFPUC and/or the 1960 contracts between San Francisco and Brisbane, Guadalupe and Hillsborough. The parties intend to continue those arrangements and accordingly agree as follows:

1. Nothing in this Agreement is intended to alter, amend or modify the terms of SFPUC Resolution No. 74-0653 or the indenture of July 18, 1908 between the Guadalupe Development Company and the Spring Valley Water Company.

2. Nothing in this Agreement is intended to alter, amend or modify the Findings of Fact and Conclusions of Law and Judgment dated May 25, 1961 in that certain action entitled *City and County of San Francisco v. Town of Hillsborough* in the Superior Court of the State of California in and for the County of Marin, No. 23282, as modified by the Satisfaction of Judgment filed October 23, 1961 and the Compromise and Release between Hillsborough and San Francisco dated August 22, 1961. The rights and obligations of Hillsborough under these documents shall continue as therein set forth.

3. Nothing in this Agreement is intended to affect or prejudice any claims, rights or remedies of Guadalupe or of Crocker Estate Company, a corporation, or of Crocker

Land Company, a corporation, or of San Francisco, or of their successors and assigns, respectively, with respect to or arising out of that certain deed dated May 22, 1884, from Charles Crocker to Spring Valley Water Works, a corporation, recorded on May 24, 1884, in Book 37 of Deeds at page 356, Records of San Mateo County, California, as amended by that certain Deed of Exchange of Easements in Real Property and Agreement for Trade in Connection Therewith, dated July 29, 1954, recorded on August 4, 1954, in Book 2628, at page 298, Official Records of said San Mateo County, or with respect to or arising out of that certain action involving the validity or enforceability of certain provisions of said deed entitled *City and County of San Francisco v. Crocker Estate Company*, in the Superior Court of the State of California in and for the County of Marin, No. 23281.

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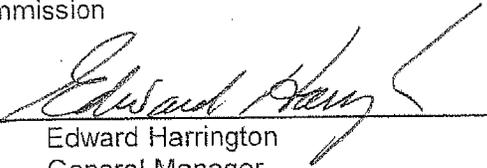
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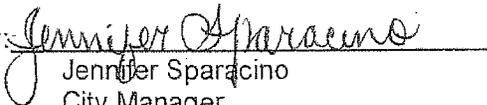
IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized officers.

CITY AND COUNTY OF SAN FRANCISCO
Acting by and through its Public Utilities
Commission

By: 
Edward Harrington
General Manager

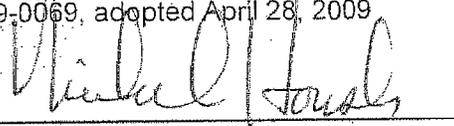
Date: July 17, 2009

CITY OF SANTA CLARA

By: 
Jennifer Sparacino
City Manager

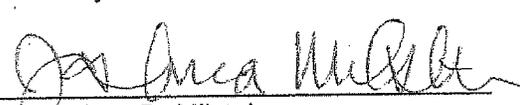
Date: June 30, 2009

Approved by Commission Resolution
No. 09-0069, adopted April 28, 2009

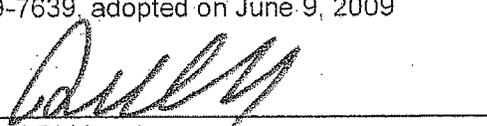

Michael Housh
Secretary to Commission

Approved as to form:

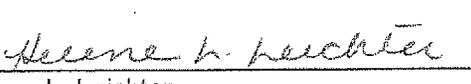
DENNIS J. HERRERA
City Attorney

By: 
Joshua D. Milstein
Deputy City Attorney

Attest: Approved by City Council Resolution No.
09-7639, adopted on June 9, 2009


Rod Diridon Jr.
City Clerk

Approved as to form:

By: 
Helene L. Leichter
City Attorney

Attachment A - Definitions

“1984 Agreement” refers to the 1984 Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County, which expires on June 30, 2009.

“Act” refers to the Raker Act, 38 Stat. 242, the Act of Congress, enacted in 1913, that authorized the construction of the Hetch Hetchy system on federal lands.

“Adjusted Proportional Annual Use” means the respective percentages of annual water use, as adjusted to reflect deliveries of water by the Hetch Hetchy Enterprise to outside City Retail Customers. The adjustment is calculated each year as described in Section B of Attachment J and is shown on lines 18 and 19 of Table 1 of that Attachment.

“Agreement” refers to this Water Supply Agreement, by and among San Francisco and the Wholesale Customers who approve this Agreement in accordance with Section 1.03.

“BAWSCA” refers to the Bay Area Water Supply and Conservation Agency established pursuant to Division 31 of the California Water Code (Water Code §§81300-81461) or its successor and permitted assigns.

“CEQA” refers to the California Environmental Quality Act found at §§21000 et seq. of the Public Resources Code and the Guidelines for the California Environmental Quality Act found at §§15000 et seq. of Title 14 of the California Code of Regulations, as amended from time to time.

“Commission” means the governing board of the SFPUC, whose members, as of the date of this Agreement, are appointed by the Mayor of San Francisco and confirmed by the San Francisco Board of Supervisors.

“Compliance Audit” refers to the annual audit of the Wholesale Revenue Requirement by the Compliance Auditor required by Sections 7.03 through 7.05.

“Compliance Auditor” refers to the independent certified public accountant chosen by the San Francisco Controller to conduct each fiscal year's audit of the SFPUC's calculation of the Wholesale Revenue Requirement as provided in Section 7.03.B.

"Countywide Cost Allocation Plan" refers to the full costs of the Water and Hetch Hetchy Enterprises' prorated share of San Francisco city government expenses that are not directly billed to city departments, as determined by the Controller of the City and County of San Francisco.

"Debt Service" means principal and interest paid during a fiscal year on Indebtedness incurred by the SFPUC for the 2006 Revenue Bonds, Series A, and subsequently issued Indebtedness (exclusive of 2006 Revenue Bonds Series B and C), the proceeds of which are used or are scheduled to be used for the acquisition or construction of New Regional Assets or to refund such Indebtedness.

"Direct Retail" refers to Regional Water System capital or operating expenditures that are incurred to provide water service solely to Retail Customers.

"Direct Wholesale" refers to Regional Water System capital or operating expenditures that are incurred to provide water service solely to one or more Wholesale Customers.

"Drought" means a water shortage caused by lack of precipitation, as reflected in resolutions of the Commission calling for voluntary or mandatory water rationing based on evaluation of water stored or otherwise available to the Regional Water System, whether or not the Commission declares a water shortage emergency pursuant to Water Code §§ 350 et seq., as amended from time to time.

"Effective Date" refers to the date this Agreement will become effective in accordance with the terms of Section 1.03.

"Emergency" means a sudden, non-drought event, such as an earthquake, failure of Regional Water System infrastructure or other catastrophic event or natural disaster that results in an insufficient supply of water available to the Retail or Wholesale Service Areas for basic human consumption, firefighting, sanitation, and fire protection.

"Encumbrance" or "Encumber" refers to the process by which the City Controller certifies the availability of amounts previously appropriated by the Commission for specifically identified SFPUC capital projects performed either by third parties or through work orders to other City departments.

"Environmental Enhancement Surcharge" means the surcharge to be imposed by the SFPUC on individual parties to this Agreement whose use exceeds their Interim Supply Allocation when the collective use of water by all parties to this Agreement is in excess of the Interim Supply Limitation.

"ERRP" refers to a SFPUC document entitled *Emergency Response and Recovery Plan: Regional Water System* ("ERRP") dated August 23, 2003, and updated November 2006.

"Excess Use Charges" are monthly charges set by the SFPUC, in the form of multipliers, that are applied to the Wholesale Customer water rates during times of mandatory rationing if a Wholesale Customer's water usage is greater than its shortage allocation. Excess Use Charges are further described in Section 4 of the Tier 1 Shortage Plan (Attachment H).

"Existing Assets" refers to Regional and Hetch Hetchy Water-Only and Water-Related capital assets plant in service as of June 30, 2009.

"Force Majeure Event" means an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as an earthquake, flood, earth movement, or similar catastrophic event, (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event, (c) a strike, work stoppage, picketing or similar concerted labor action, (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain essential materials after diligent and timely efforts; or (e) an order or regulation issued by a federal or state regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date.

"Fundamental Rights" of Wholesale Customers are their status as parties to this Agreement, their allocation of water recognized in Section 3.02, their protection against arbitrary, unreasonable, or unjustly discriminatory rates provided in Section 6.04, and any specific rights described in Article 9.

"Hetch Hetchy Enterprise" refers to Hetch Hetchy Water and Power Enterprise, a SFPUC operating department.

“Include” and its variants mean “including but not limited to” whenever used in this Agreement, regardless of whether or not it is capitalized.

“Indebtedness” includes revenue bonds, bond anticipation notes, certificates of participation (excluding certificates of participation towards which SFPUC contributes debt service as an operating expense), and commercial paper.

“Individual Water Sales Contract” refers to the contracts between each Wholesale Customer and San Francisco contemplated in Section 9.01 that details customer-specific matters such as location of service connections, service area maps and other matters specific to that customer.

“Individual Supply Guarantee” refers to each Wholesale Customer’s share of the Supply Assurance, as shown in Attachment C.

“Interim Supply Allocation” refers to each Wholesale Customer’s share, to be established by the SFPUC pursuant to Section 4.02, of the Interim Supply Limitation.

“Interim Supply Limitation” refers to the 265 MGD annual average limitation on water deliveries until December 31, 2018 from Regional Water System watersheds imposed by the SFPUC in its approval of the WSIP in Resolution Number 08-0200 dated October 30, 2008.

“Joint,” when used in connection with Hetch Hetchy Enterprise assets or expenses, refers to assets used or expenses incurred in providing both water supply (“Water-Related”) and in the generation and transmission of electrical energy (“Power-Related”).

“Local System Water” refers to Regional Water System water supplies developed in San Mateo, Alameda and Santa Clara Counties or otherwise not produced by the Hetch Hetchy Enterprise under rights of way granted by the Raker Act.

“MGD” refers to an average flow rate of one million gallons per day over a specific time period, often a year. For example, one MGD is equal to 365 million gallons per year or 1,120 acre feet per year.

“Net Annual Debt Service” refers to debt service less payments made from proceeds of Indebtedness (e.g., capitalized interest), earnings on bond proceeds (e.g., reserve fund earnings) used to pay Debt Service, and interest paid from renewed commercial paper, or from reserve fund liquidation.

"New Assets" refers to Regional and Hetch Hetchy Water-Only and Water-Related capital assets added to Regional Water System plant in service after June 30, 2009.

"New Regional Assets" refers to New Assets placed in service on or after July 1, 2009 that are used and useful in delivering water to Wholesale Customers. The following four categories comprise New Regional Assets:

1. Water Enterprise Regional Assets
2. Water Enterprise Direct Wholesale Assets
3. Hetch Hetchy Water Only Assets
4. Water-Related portion (45 percent) of Hetch Hetchy Joint Assets

"Power-Only," when used with reference to Hetch Hetchy Enterprise capital costs and operating and maintenance expenses, means capital costs and expenses that are incurred solely for the construction and operation of assets used to generate and transmit electrical energy.

"Power-Related" refers to the power related portion (55%) of Joint Hetch Hetchy Enterprise assets or expenses.

"Prepayment" refers to payments of principal and interest amounts not due in the year the prepayment is made, as described in Section 5.03.

"Proportional Annual Use" means the shares of deliveries from the Regional Water System used by City Retail Customers and by the Wholesale Customers in a fiscal year, expressed as a percentage. The percentages of annual use are calculated each year as described in Section B of Attachment J and are shown on lines 10 and 11 of Table 1 of that Attachment.

"Proportional Water Use" refers the general principle of allocating Regional Water System costs based on the relative purchases of water by Retail and Wholesale Customers.

"Regional," when used with reference to Water Enterprise capital assets and operating expenses, refers to assets and expenses that benefit Wholesale and Regional Customers.

"Regional Water System" means the water storage, transmission and treatment system operated by the SFPUC in Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo and San Francisco counties, including projects constructed under the WSIP, but excluding Direct Retail and Direct Wholesale assets.

"Retail Customers" means any customer that purchases water from San Francisco that is not a Wholesale Customer, whether located inside or outside of San Francisco.

"Retail Service Area" means the areas where SFPUC sells water to Retail Customers.

"Retail Water" means water sold by the SFPUC to its Retail Customers within and outside San Francisco.

"San Francisco" refers to the City and County of San Francisco.

"SFPUC" refers to the San Francisco Public Utilities Commission as an operating department of San Francisco, the General Manager of which reports to the Commission.

"SFPUC Bureaus" refers to the portions of the SFPUC that provide support services to the SFPUC Operating Departments. These presently consist of the General Manager's Office, Business Services, and External Affairs.

"SFPUC Operating Departments" refers to the Water, Hetch Hetchy and Wastewater Program Enterprises under the control and management of the SFPUC pursuant to the San Francisco Charter.

"Substantially Expended": A bond issue series is substantially expended when 98% of the proceeds and investment earnings contributed to the project fund have been expended.

"Supply Assurance" means the 184 MGD maximum annual average metered supply of water dedicated by San Francisco to public use in the Wholesale Service Area (not including San Jose and Santa Clara) in the 1984 Agreement and Section 3.01 of this Agreement.

"Term" means the 25-year term commencing July 1, 2009, including one or both 5-year extensions authorized by Section 2.02.A and B.

"Tier 1 Shortage Plan" refers to the Water Shortage Allocation Plan (Attachment H) adopted by the SFPUC and the Wholesale Customers in conjunction with this Agreement describing the method for allocating water between the SFPUC and the Wholesale Customers collectively for shortages of up to 20% of deliveries from the Regional Water System, as amended from time-to-time.

“Water Enterprise” refers to the San Francisco Water Department (SFWD), an SFPUC Operating Department.

“Water Management Charge” refers to the charge collected by San Francisco on behalf of BAWSCA for local water resource development in the Wholesale Service Area pursuant to Section 3.06 of this Agreement.

“Water-Only,” when used with reference to Hetch Hetchy Enterprise capital costs and operating and maintenance expenses, means capital costs and expenses that are incurred solely for the construction and operation of assets used to protect water quality or to provide for the delivery of water for consumptive purposes.

“Water-Related” refers to the water related portion (45%) of Joint Hetch Hetchy Enterprise assets or expenses.

“Water Supply Development Report” refers to the annual report prepared pursuant to Section 4.05, and submitted to the Commission for purposes of estimating whether Regional Water System demand will be within the Interim Supply Limitation by June 30, 2018.

“Wheeling Statute” refers to Article 4 of Chapter 11 of the California Water Code, as amended from time to time.

“Wholesale Capital Fund” is the account established by the SFPUC for deposit of Wholesale Customer revenue that is used to fund the wholesale share of revenue-funded New Regional Assets, as described in Section 6.08.

“Wholesale Customer” or “Customers” means one or more of the 27 water customers identified in Section 1.01 that are contracting for purchase of water from San Francisco pursuant to this Agreement.

“Wholesale Revenue Coverage” refers to the additional dollar amount included in wholesale rates each fiscal year that is charged to Wholesale Customers by the SFPUC for their proportionate share of Debt Service coverage under Section 6.06.A.

“Wholesale Revenue Coverage Reserve” refers to the account established by the SFPUC for deposit of Wholesale Revenue Coverage under Section 6.06.B.

"Wholesale Revenue Requirement" means the calculated Wholesale Customer portion of SFPUC Regional Water System capital and operating costs as determined in accordance with the provisions of Article 5 of this Agreement, formerly called the "Suburban Revenue Requirement" in the 1984 Agreement.

"Wholesale Service Area" means the combined service areas of the Wholesale Customers, as delineated on the service area maps attached to each Individual Water Sales Contract.

"WSIP" refers to the Water System Improvement Program approved by the Commission in Resolution No. 08-0200 on October 30, 2008, as amended from time to time.

ATTACHMENT B

WHOLESALE CUSTOMER REGIONAL WATER SYSTEM PURCHASES FY 2007-2008*

(To determine 75% approval process for Section 1.02)

WHOLESALE CUSTOMER	MGD
Alameda County Water District	12.90
California Water Service Company	37.72
City of Brisbane	0.23
City of Burlingame	4.50
City of Daly City	4.49
City of East Palo Alto	2.16
City of Hayward	19.33
City of Menlo Park	3.69
City of Millbrae	2.46
City of Milpitas	6.95
City of Mountain View	10.51
City of Palo Alto	12.72
City of Redwood City	11.01
City of San Bruno	1.86
City of San Jose	4.80
City of Santa Clara	3.49
City of Sunnyvale	10.52
Coastside County Water District	2.08
Estero Municipal Improvement District	5.51
Guadalupe Valley Municipal Improvement District	0.40
Mid-Peninsula Water District	3.25
North Coast County Water District	3.25
Purissima Hills Water District	2.31
Skyline County Water District	0.16
Stanford University	2.31
Town of Hillsborough	3.83
Westborough Water District	0.95
Total	173.39

*Source: SFPUC Commercial Division Records

Note: FY 2007-2008 was a Leap Year with 366 days.

ATTACHMENT C
INDIVIDUAL SUPPLY GUARANTEES

<i>WHOLESALE CUSTOMER</i>	(1) <i>100 Cubic Feet</i>	(2) <i>MGD</i>
Alameda County Water District	6,714,439	13.760
California Water Service Company**	17,320,807	35.499
City of Brisbane	224,435	0.460
City of Burlingame	2,553,753	5.234
City of Daly City	2,094,386	4.292
City of East Palo Alto	957,813	1.963
City of Menlo Park	2,174,231	4.456
City of Millbrae	1,538,120	3.152
City of Milpitas	4,504,533	9.232
City of Mountain View	6,567,648	13.460
City of Palo Alto	8,331,697	17.075
City of Redwood City	5,333,115	10.930
City of San Bruno	1,583,899	3.246
City of Sunnyvale	6,138,122	12.580
Coastside County Water District	1,061,453	2.175
Estero Municipal Improvement District	2,878,807	5.900
Guadalupe Valley Municipal Improvement District	254,436	0.521
Mid-Peninsula Water District	1,898,707	3.891
North Coast County Water District	1,872,928	3.838
Purissima Hills Water District	792,832	1.625
Skyline County Water District	88,537	0.181
Stanford University	1,479,764	3.033
Town of Hillsborough	1,995,644	4.090
Westborough Water District	644,172	1.320
Total:***	79,004,278	161.913

* 100 Cubic feet equals MGD divided by 0.00000204946. Figures in this column are calculated using unrounded MGD values and are more precise than the figures listed in column (2).

** Includes quantities from Los Trancos County Water District and Palomar Park Water District.

*** Total does not equal sum of MGD figures due to rounding. Total is not 184 MGD because table does not include the City of Hayward.

**** Cordilleras Mutual Water Association is not a party to this Agreement, but it has its own Supply Assurance of 3,007 hundred cubic feet (CCF).

ATTACHMENT D

PROCEDURE FOR PRO-RATA REDUCTION OF WHOLESAL CUSTOMERS' INDIVIDUAL
SUPPLY GUARANTEES
(SECTION 3.02).

The 23 wholesale customers listed on Attachment C have individual Supply Guarantees that total approximately 161.9 MGD.

If the amount of water purchased from SFPUC by Hayward exceeds 22.1 MGD for three consecutive fiscal years, the individual Supply Guarantees of each of those 23 wholesale customers will be reduced as described below.

STEP ONE:

Obtain the average annual excess purchases during the three fiscal year period. For example, assume Hayward uses 25.0 MGD, 24.2 MGD and 26.0 MGD in three consecutive years. The average annual excess use for that period is 2.9 MGD; calculated as follows:

$$\frac{[25.0 \text{ MGD} + 24.2 \text{ MGD} + 26.0 \text{ MGD}]}{3} + 161.9 \text{ MGD} = 186.9 \text{ MGD}$$

$$186.9 \text{ MGD} - 184.0 \text{ MGD} = 2.9 \text{ MGD}$$

STEP TWO:

Allocate the excess purchases among the 23 Wholesale Customers in proportion to each customer's Supply Guarantee as a percentage of the total Supply Guarantees (161.9 MGD as of FY 2009-10).

For example, assume that Wholesale Customer A's Supply Guarantee is 12.0 MGD. Wholesale Customer A's percentage share of the total individual supply guarantees is 0.074, calculated as follows:

$$\frac{12.0 \text{ MGD}}{161.9 \text{ MGD}} = 0.074$$

and its share of the excess use is 0.22 MGD, calculated as follows:

$$2.9 \text{ MGD} \times 0.074 = 0.22 \text{ MGD}$$

STEP THREE:

Determine Wholesale Customer's adjusted Supply Guarantee by subtracting the result of Step Two from the Wholesale Customer's Supply Guarantee:

$$12 \text{ MGD} - 0.22 \text{ MGD} = 11.78 \text{ MGD}$$

* * * * *

Adjustments will be made at intervals comprised of distinct three-year periods of use by Hayward in excess of 22.1 MGD rather than overlapping periods. For example, assuming that the first adjustment were to occur in FY 2014-15 (based on use during FY 2011-12, FY 2012-13 and FY 2013-14), a second adjustment will not occur earlier than three full fiscal years thereafter (i.e., FY 2017-18, based on use by Hayward in FY 2014-15, FY 2015-16 and FY 2016-17). The figures used in the second and subsequent adjustments will reflect previous adjustments. For example, a second adjustment will use 158.9 MGD as the total of individual Supply Guarantees (161.6 MGD - 2.7 MGD = 158.9 MGD).

For purposes of simplicity, the volumetric units used in the foregoing example are MGD. For actual adjustment calculations, the unit employed will be hundreds of cubic feet ("ccf"), the unit by which the SFPUC measures water deliveries for billing purposes.

The procedure described and illustrated above is independent of and unrelated to the establishment by the SFPUC of Interim Supply Limitations described in Article 4.

ATTACHMENT E

MINIMUM ANNUAL PURCHASE QUANTITIES

(Section 3.07.C)

AGENCY	MINIMUM ANNUAL PURCHASE QUANTITY (IN MGD)
Alameda County Water District	7.648
City of Milpitas	5.341
City of Mountain View	8.930
City of Sunnyvale	8.930

Water Dept.
FILE COPY

WATER SALES CONTRACT

DUPLICATE
CITY CLERK FILE COPY
City of Santa Clara

This Contract, dated as of July 1, 2009, is entered into by and between the City and County of San Francisco ("San Francisco") and the City of Santa Clara ("Customer").

RECITALS

San Francisco and the Customer have entered into a Water Supply Agreement ("WSA"), which sets forth the terms and conditions under which San Francisco will continue to furnish water for domestic and other municipal purposes to Customer and to other Wholesale Customers. The WSA contemplates that San Francisco and each individual Wholesale Customer will enter into an individual contract describing the location or locations at which water will be delivered to each customer by the San Francisco Public Utilities Commission ("SFPUC"), the customer's service area within which water so delivered is to be sold, and other provisions unique to the individual purchaser. This Water Sales Contract is the individual contract contemplated by the WSA.

AGREEMENTS OF THE PARTIES

1. Incorporation of the WSA

The terms and conditions of the WSA are incorporated into this Contract as if set forth in full herein.

2. Term

Unless explicitly provided to the contrary in Article 9 of the WSA, the term of this Contract shall be identical to that provided in Section 2.01 of the WSA.

3. Service Area

Water delivered by San Francisco to the Customer may be used or sold within the service area shown on the map designated Exhibit A attached hereto. Customer shall not deliver or sell any water provided by San Francisco outside of this area.

4. Location and Description of Service Connections

Sale and delivery of water to Customer will be made through a connection or connections to the SFPUC Regional Water System at the location or locations listed, with the applicable present account number, service location, service size, and meter size shown on Exhibit B attached hereto.

5. Interties With Other Systems

Customer maintains interties with neighboring water systems at the location or locations and with the connection size(s) as shown on Exhibit C attached hereto.

6. Billing and Payment

San Francisco shall compute the amounts of water delivered and bill Customer therefor on a monthly basis. The bill shall show the separate components of the charge (e.g., service, consumption, demand). Customer shall pay the amount due within thirty (30) days after receipt of the bill.

If Customer disputes the accuracy of any portion of the water bill it shall (a) notify the General Manager of the SFPUC in writing of the specific nature of the dispute and (b) pay the undisputed portion of the bill within thirty (30) days after receipt. Customer shall meet with the General Manager of the SFPUC or a delegate to discuss the disputed portion of the bill.

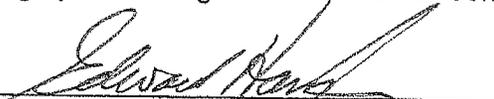
7. Temporary Water Supply

Service to Customer under this Contract is temporary only and water is delivered subject to the provisions of Sections 4.05 and 9.06 of the WSA. The combined annual average water usage of Customer and the City of San Jose shall not exceed 9 MGD. Customer's individual share of the 9 MGD temporary supply allocated to Customer and the City of San Jose is 4.5 MGD. Irrespective of Customer's and San Jose's individual shares of the total 9 MGD supply increment, water purchases by either Santa Clara or San Jose may exceed 4.5 MGD on an annual average basis so long as the total used by both Cities does not exceed 9 MGD.

(combined annual average). By supplying water to Customer, San Francisco does not dedicate water or a water supply to Customer nor obligate itself, contractually or otherwise, to supply water to Customer beyond the term of this Contract. Customer acknowledges that it is not presently a permanent customer of San Francisco.

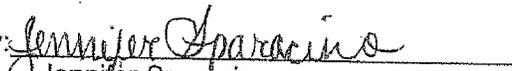
IN WITNESS WHEREOF, the parties hereto have executed this Contract, to become effective upon the effectiveness of the WSA, by their duly authorized representatives.

CITY AND COUNTY OF SAN FRANCISCO
Acting by and through its Public Utilities Commission

By: 
Edward Harrington
General Manager

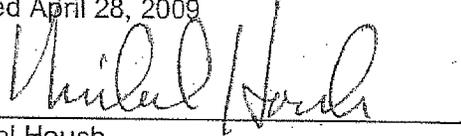
Date: JULY 17, 2009

CITY OF SANTA CLARA

By: 
Jennifer Sparacino
City Manager

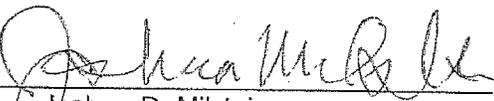
Date: JUNE 30, 2009

Approved by Commission Resolution No. 09-0069,
adopted April 28, 2009

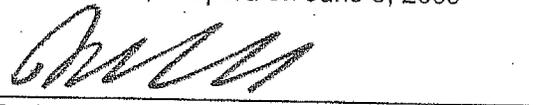

Michael Housh
Secretary to Commission

Approved as to form:

DENNIS J. HERRERA
City Attorney

By: 
Joshua D. Milstein
Deputy City Attorney

Attest: Approved by City Council Resolution
No. 09-7640, adopted on June 9, 2009


Rod Diridon Jr.
City Clerk

Approved as to form:

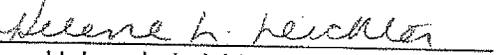
By: 
Helene L. Leichter
City Attorney

Exhibit A

Service Area Map

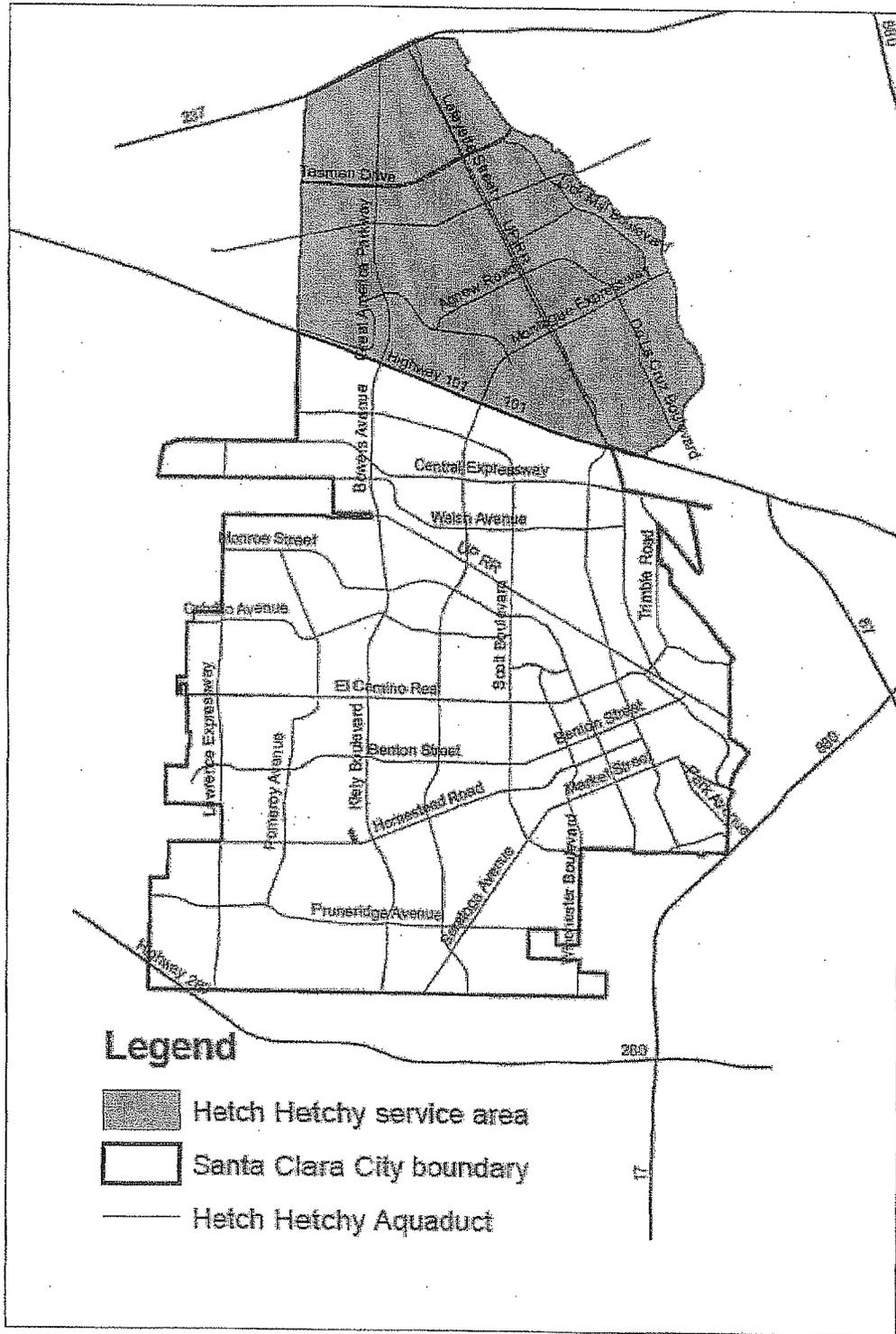


Exhibit B

Location and Description of Service Connections
to the SFPUC Regional Water System

Account	Meter Connection	Service Address	Service Street	Service Street Suffix	Service City	Service Size	Meter Size
010002012	1	4790	GREAT AMERICAN PARK	WY	Santa Clara	12	10
010002012	1	2700	TASMAN	DR	Santa Clara	16	10

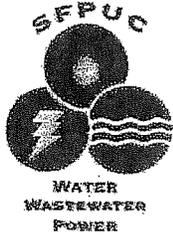
Exhibit C

Emergency Connections with Other Water Systems
(within Hetch-Hetchy Service Area)

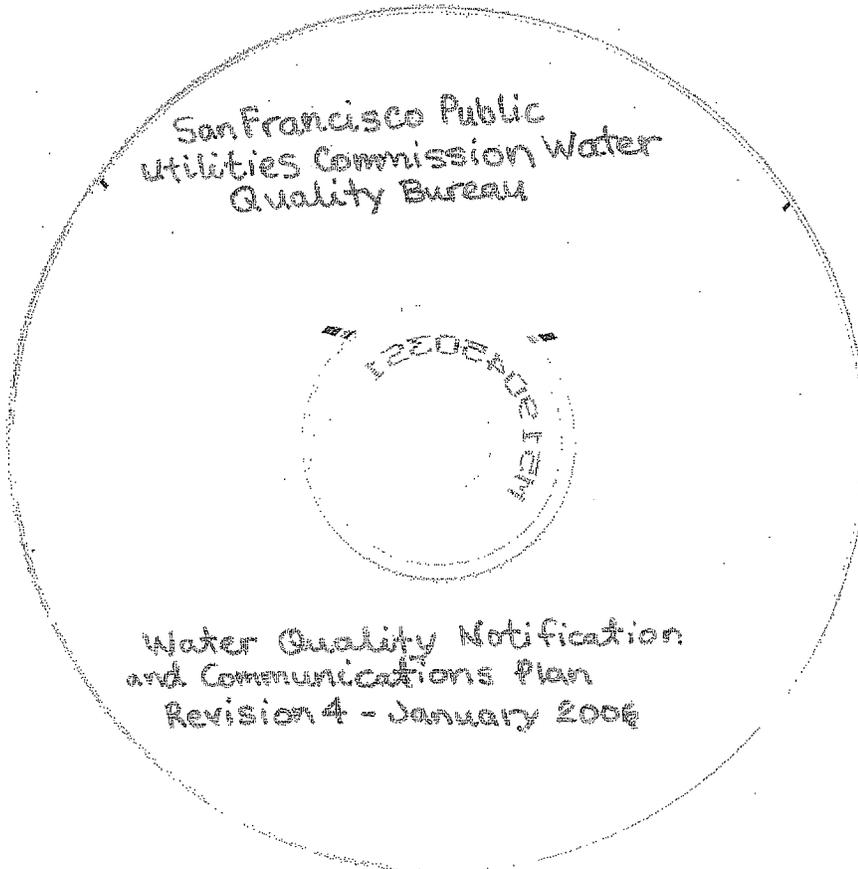
Connection With	Number	Size
San Jose Municipal Water System	1	8"

ATTACHMENT G

WATER QUALITY NOTIFICATION AND COMMUNICATIONS PLAN
REVISION 4- JANUARY 2009



Updated by:
Water Quality Engineering
Olivia Chen Consultants, Inc.



ATTACHMENT H

WATER SHORTAGE ALLOCATION PLAN

This Interim Water Shortage Allocation Plan ("Plan") describes the method for allocating water between the San Francisco Public Utilities Commission ("SFPUC") and the Wholesale Customers collectively during shortages caused by drought. The Plan implements a method for allocating water among the individual Wholesale Customers which has been adopted by the Wholesale Customers. The Plan includes provisions for transfers, banking, and excess use charges. The Plan applies only when the SFPUC determines that a system-wide water shortage due to drought exists, and all references to "shortages" and "water shortages" are to be so understood. This Plan was adopted pursuant to Section 7.03(a) of the 1984 Settlement Agreement and Master Water Sales Contract and has been updated to correspond to the terminology used in the June 2009 Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County ("Agreement").

SECTION 1. SHORTAGE CONDITIONS

1.1. Projected Available SFPUC Water Supply. The SFPUC shall make an annual determination as to whether or not a shortage condition exists. The determination of projected available water supply shall consider, among other things, stored water, projected runoff, water acquired by the SFPUC from non-SFPUC sources, inactive storage, reservoir losses, allowance for carryover storage, and water bank balances, if any, described in Section 3.

1.2 Projected SFPUC Purchases. The SFPUC will utilize purchase data, including volumes of water purchased by the Wholesale Customers and by Retail Customers (as those terms are used in the Agreement) in the year immediately prior to the drought, along with other available relevant information, as a basis for determining projected system-wide water purchases from the SFPUC for the upcoming year.

1.3. Shortage Conditions. The SFPUC will compare the available water supply (Section 1.1) with projected system-wide water purchases (Section 1.2). A shortage condition exists if the SFPUC determines that the projected available water supply is less than projected system-wide water purchases in the upcoming Supply Year (defined as the period from July 1 through June 30). When a shortage condition exists, SFPUC will determine whether voluntary or mandatory actions will be required to reduce purchases of SFPUC water to required levels.

1.3.1 Voluntary Response. If the SFPUC determines that voluntary actions will be sufficient to accomplish the necessary reduction in water use throughout its service area, the SFPUC and the Wholesale Customers will make good faith efforts to reduce their water purchases to stay within their annual shortage allocations and associated monthly water use budgets. The SFPUC will not impose excess use charges during periods of voluntary rationing, but may suspend the prospective accumulation of water bank credits, or impose a ceiling on further accumulation of bank credits, consistent with Section 3.2.1 of this Plan.

1.3.2 Mandatory Response. If the SFPUC determines that mandatory actions will be required to accomplish the necessary reduction in water use in the SFPUC service area, the SFPUC may implement excess use charges as set forth in Section 4 of this Plan.

1.4. Period of Shortage. A shortage period commences when the SFPUC determines that a water shortage exists, as set forth in a declaration of water shortage emergency issued by the SFPUC pursuant to California Water Code Sections 350 et seq. Termination of the water shortage emergency will be declared by resolution of the SFPUC.

SECTION 2. SHORTAGE ALLOCATIONS

2.1. Annual Allocations between the SFPUC and the Wholesale Customers. The annual water supply available during shortages will be allocated between the SFPUC and the collective Wholesale Customers as follows:

Level of System Wide Reduction in Water Use Required	Share of Available Water	
	SFPUC Share	Wholesale Customers Share
5% or less	35.5%	64.5%
6% through 10%	36.0%	64.0%
11% through 15%	37.0%	63.0%
16% through 20%	37.5%	62.5%

The water allocated to the SFPUC shall correspond to the total allocation for all Retail Customers.

2.2 Annual Allocations among the Wholesale Customers. The annual water supply allocated to the Wholesale Customers collectively during system wide shortages of 20 percent or less will be apportioned among them based on a methodology adopted by all of the Wholesale Customers, as described in Section 3.11(C) of the Agreement. In any year for which the methodology must be applied, the Bay Area Water Supply and Conservation Agency ("BAWSCA") will calculate each Wholesale Customer's individual percentage share of the amount of water allocated to the Wholesale Customers collectively pursuant to Section 2.1. Following the declaration or reconfirmation of a water shortage emergency by the SFPUC, BAWSCA will deliver to the SFPUC General Manager a list, signed by the President of BAWSCA's Board of Directors and its General Manager, showing each Wholesale Customer together with its percentage share and stating that the list has been prepared in accordance with the methodology adopted by the Wholesale Customers. The SFPUC shall allocate water to each Wholesale Customer, as specified in the list. The shortage allocations so established may be transferred as provided in Section 2.5 of this Plan. If BAWSCA or all Wholesale Customers do not provide the SFPUC with individual allocations, the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers.

The methodology adopted by the Wholesale Customers utilizes the rolling average of each individual Wholesale Customer's purchases from the SFPUC during the three immediately

preceding Supply Years. The SFPUC agrees to provide BAWSCA by November 1 of each year a list showing the amount of water purchased by each Wholesale Customer during the immediately preceding Supply Year. The list will be prepared using Customer Service Bureau report MGT440 (or comparable official record in use at the time), adjusted as required for any reporting errors or omissions, and will be transmitted by the SFPUC General Manager or his designee.

2.3. Limited Applicability of Plan to System Wide Shortages Greater Than Twenty Percent. The allocations of water between the SFPUC and the Wholesale Customers collectively, provided for in Section 2.1, apply only to shortages of 20 percent or less. The SFPUC and Wholesale Customers recognize the possibility of a drought occurring which could create system-wide shortages greater than 20 percent despite actions taken by the SFPUC aimed at reducing the probability and severity of water shortages in the SFPUC service area. If the SFPUC determines that a system wide water shortage greater than 20 percent exists, the SFPUC and the Wholesale Customers agree to meet within 10 days and discuss whether a change is required to the allocation set forth in Section 2.1 in order to mitigate undue hardships that might otherwise be experienced by individual Wholesale Customers or Retail Customers. Following these discussions, the Tier 1 water allocations set forth in Section 2.1 of this Plan, or a modified version thereof, may be adopted by mutual written consent of the SFPUC and the Wholesale Customers. If the SFPUC and Wholesale Customers meet and cannot agree on an appropriate Tier 1 allocation within 30 days of the SFPUC's determination of water shortage greater than 20 percent, then (1) the provisions of Section 3.11(C) of the Agreement will apply, unless (2) all of the Wholesale Customers direct in writing that a Tier 2 allocation methodology agreed to by them be used to apportion the water to be made available to the Wholesale Customers collectively, in lieu of the provisions of Section 3.11(C).

The provisions of this Plan relating to transfers (in Section 2.5), banking (in Section 3), and excess use charges (in Section 4) shall continue to apply during system-wide shortages greater than 20 percent.

2.4. Monthly Water Budgets. Within 10 days after adopting a declaration of water shortage emergency, the SFPUC will determine the amount of Tier 1 water allocated to the Wholesale Customers collectively pursuant to Section 2.1. The SFPUC General Manager, using the Tier 2 allocation percentages shown on the list delivered by BAWSCA pursuant to Section 2.2, will calculate each Wholesale Customer's individual annual allocation. The SFPUC General Manager, or his designee, will then provide each Wholesale Customer with a proposed schedule of monthly water budgets based on the pattern of monthly water purchases during the Supply Year immediately preceding the declaration of shortage (the "Default Schedule"). Each Wholesale Customer may, within two weeks of receiving its Default Schedule, provide the SFPUC with an alternative monthly water budget that reschedules its annual Tier 2 shortage allocation over the course of the succeeding Supply Year. If a Wholesale Customer does not deliver an alternative monthly water budget to the SFPUC within two weeks of its receipt of the Default Schedule, then its monthly budget for the ensuing Supply Year shall be the Default Schedule proposed by the SFPUC.

Monthly Wholesale Customer water budgets will be derived from annual Tier 2 allocations for purposes of accounting for excess use. Monthly Wholesale Customer water budgets shall be adjusted during the year to account for transfers of shortage allocation under Section 2.5 and

transfers of banked water under Section 3.4.

2.5. Transfers of Shortage Allocations. Voluntary transfers of shortage allocations between the SFPUC and any Wholesale Customers, and between any Wholesale Customers, will be permitted using the same procedure as that for transfers of banked water set forth in Section 3.4. The SFPUC and BAWSCA shall be notified of each transfer. Transfers of shortage allocations shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. Transfers of shortage allocations shall be in compliance with Section 3.05 of the Agreement. The transferring parties will meet with the SFPUC, if requested, to discuss any effect the transfer may have on its operations.

SECTION 3. SHORTAGE WATER BANKING

3.1. Water Bank Accounts. The SFPUC shall create a water bank account for itself and each Wholesale Customer during shortages in conjunction with its resale customer billing process. Bank accounts will account for amounts of water that are either saved or used in excess of the shortage allocation for each agency; the accounts are not used for tracking billings and payments. When a shortage period is in effect (as defined in Section 1.4), the following provisions for bank credits, debits, and transfers shall be in force. A statement of bank balance for each Wholesale Customer will be included with the SFPUC's monthly water bills.

3.2. Bank Account Credits. Each month, monthly purchases will be compared to the monthly budget for that month. Any unused shortage allocation by an agency will be credited to that agency's water bank account. Credits will accumulate during the entire shortage period, subject to potential restrictions imposed pursuant to Section 3.2.1. Credits remaining at the end of the shortage period will be zeroed out; no financial or other credit shall be granted for banked water.

3.2.1. Maximum Balances. The SFPUC may suspend the prospective accumulation of credits in all accounts. Alternatively, the SFPUC may impose a ceiling on further accumulation of credits in water bank balances based on a uniform ratio of the bank balance to the annual water allocation. In making a decision to suspend the prospective accumulation of water bank credits, the SFPUC shall consider the available water supply as set forth in Section 1.1 of this Plan and other reasonable, relevant factors.

3.3. Account Debits. Each month, monthly purchases will be compared to the budget for that month. Purchases in excess of monthly budgets will be debited against an agency's water bank account. Bank debits remaining at the end of the fiscal year will be subject to excess use charges (see Section 4).

3.4. Transfers of Banked Water. In addition to the transfers of shortage allocations provided for in Section 2.5, voluntary transfers of banked water will also be permitted between the SFPUC and any Wholesale Customer, and among the Wholesale Customers. The volume of transferred water will be credited to the transferee's water bank account and debited against the transferor's water bank account. The transferring parties must notify the SFPUC and BAWSCA of each transfer in writing (so that adjustments can be made to bank accounts), and will meet with the SFPUC, if requested, to discuss any affect the transfer may have on SFPUC operations. Transfers of banked water shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC.

If the SFPUC incurs extraordinary costs in implementing transfers, it will give written notice to the transferring parties within ten (10) business days after receipt of notice of the transfer. Extraordinary costs means additional costs directly attributable to accommodating transfers and which are not incurred in non-drought years nor simply as a result of the shortage condition itself. Extraordinary costs shall be calculated in accordance with the procedures in the Agreement and shall be subject to the disclosure and auditing requirements in the Agreement. In the case of transfers between Wholesale Customers, such extraordinary costs shall be considered to be expenses chargeable solely to individual Wholesale Customers and shall be borne equally by the parties to the transfer. In the case of transfers between the SFPUC and a Wholesale Customer, the SFPUC's share of any extraordinary transfer costs shall not be added to the Wholesale Revenue Requirement.

3.4.1. Transfer Limitations. The agency transferring banked water will be allowed to transfer no more than the accumulated balance in its bank. Transfers of estimated prospective banked credits and the "overdrafting" of accounts shall not be permitted. The price of transfer water originally derived from the SFPUC system is to be determined by the transferring parties and is not specified herein. Transfers of banked water shall be in compliance with Section 3.05 of the Agreement.

SECTION 4. WHOLESALE EXCESS USE CHARGES

4.1. Amount of Excess Use Charges. Monthly excess use charges shall be determined by the SFPUC at the time of the declared water shortage consistent with the calendar in Section 6 and in accordance with Section 6.03 of the Agreement. The excess use charges will be in the form of multipliers applied to the rate in effect at the time the excess use occurs. The same excess use charge multipliers shall apply to the Wholesale Customers and all Retail Customers. The excess use charge multipliers apply only to the charges for water delivered at the rate in effect at the time the excess use occurred.

4.2. Monitoring Suburban Water Use. During periods of voluntary rationing, water usage greater than a customer's allocation (as determined in Section 2) will be indicated on each SFPUC monthly water bill. During periods of mandatory rationing, monthly and cumulative water usage greater than a Wholesale Customer's shortage allocation and the associated excess use charges will be indicated on each SFPUC monthly water bill.

4.3. Suburban Excess Use Charge Payments. An annual reconciliation will be made of monthly excess use charges according to the calendar in Section 6. Annual excess use charges will be calculated by comparing total annual purchases for each Wholesale Customer with its annual shortage allocation (as adjusted for transfers of shortage allocations and banked water, if any). Excess use charge payments by those Wholesale Customers with net excess use will be paid according to the calendar in Section 6. The SFPUC may dedicate excess use charges paid by Wholesale Customers toward the purchase of water from the State Drought Water Bank or other willing sellers in order to provide additional water to the Wholesale Customers. Excess use charges paid by the Wholesale Customers constitute Wholesale Customer revenue and shall be included within the SFPUC's annual Wholesale Revenue Requirement calculation.

SECTION 5. GENERAL PROVISIONS GOVERNING WATER SHORTAGE ALLOCATION PLAN

5.1. Construction of Terms. This Plan is for the sole benefit of the parties and shall not be construed as granting rights to any person other than the parties or imposing obligations on a party to any person other than another party.

5.2. Governing Law. This Plan is made under and shall be governed by the laws of the State of California.

5.3. Effect on Agreement. This Plan describes the method for allocating water between the SFPUC and the collective Wholesale Customers during system-wide water shortages of 20 percent or less. This Plan also provides for the SFPUC to allocate water among the Wholesale Customers in accordance with directions provided by the Wholesale Customers through BAWSCA under Section 2.2, and to implement a program by which such allocations may be voluntarily transferred among the Wholesale Customers. The provisions of this Plan are intended to implement Section 3.11(C) of the Agreement and do not affect, change or modify any other section, term or condition of the Agreement.

5.4. Inapplicability of Plan to Allocation of SFPUC System Water During Non-Shortage Periods. The SFPUC's agreement in this Plan to a respective share of SFPUC system water during years of shortage shall not be construed to provide a basis for the allocation of water between the SFPUC and the Wholesale Customers when no water shortage emergency exists.

5.5. Termination. This Plan shall expire at the end of the Term of the Agreement. The SFPUC and the Wholesale Customers can mutually agree to revise or terminate this Plan prior to that date due to changes in the water delivery capability of the SFPUC system, the acquisition of new water supplies, and other factors affecting the availability of water from the SFPUC system during times of shortage.

SECTION 6. ALLOCATION CALENDAR

6.1. Annual Schedule. The annual schedule for the shortage allocation process is shown below. This schedule may be changed by the SFPUC to facilitate implementation.

6.1.1

In All Years

- | | Target Dates |
|--|---|
| 1. SFPUC delivers list of annual purchases by each Wholesale Customer during the immediately preceding Supply Year | November 1 |
| 2. SFPUC meets with the Wholesale Customers and presents water supply forecast for the following Supply Year | February |
| 3. SFPUC issues initial estimate of available water supply | February 1 |
| 4. SFPUC announces potential first year of drought (if applicable) | February 1 |
| 5. SFPUC and Wholesale Customers meet upon request to exchange information concerning water availability and projected system-wide purchases | February 1-May 31 |
| 6. SFPUC issues revised estimate of available water supply, and confirms continued potential shortage conditions, if applicable | March 1 |
| 7. SFPUC issues final estimate of available water supply | April 15 th or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year. |
| 8. SFPUC determines amount of water available to Wholesale Customers collectively | April 15 th or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year. |

In Drought Years

- | | Target Dates |
|---|---|
| 9. SFPUC formally declares the existence of water shortage emergency (or end of water shortage emergency, if applicable) under Water Code Sections 350 et. seq. | April 15-31 |
| 10. SFPUC declares the need for a voluntary or mandatory response | April 15-31 |
| 11. BAWSCA submits calculation to SFPUC of individual Wholesale Customers' percentage shares of water allocated to Wholesale Customers collectively | April 15- 31 |
| 12. SFPUC determines individual shortage allocations, based on BAWSCA's submittal of individual agency percentage shares to SFPUC, and monthly water budgets (Default Schedule) | April 25—May 10 |
| 13. Wholesale Customers submit alternative monthly water budgets (optional) | May 8-May 24 |
| 14. Final drought shortage allocations are issued for the Supply Year beginning July 1 through June 30 | June 1 |
| 15. Monthly water budgets become effective | July 1 |
| 16. Excess use charges indicated on monthly Suburban bills | August 1 (of the beginning year) through June 30 (of the succeeding year) |
| 17. Excess use charges paid by Wholesale Customers for prior year | August of the succeeding year |

ATTACHMENT I

NOT USED

ATTACHMENT J

DEFINITIONS AND FORMULAS FOR CALCULATING PROPORTIONAL ANNUAL WATER USE

TABLE OF CONTENTS

This Attachment contains four sections, three figures, and five tables.

Section A:	Water Meters
Section B:	Calculation of Proportional Annual Water Use
Section C:	Data Requirements and Schedule
Section D:	County Line and In-City Terminal Reservoir Meter Calibration and Maintenance
Figure 1:	Locations of SFPUC County-Line Meters and In-City Terminal Reservoirs
Figure 2:	Generalized Schematic of Lake Merced Pump Station
Figure 3:	Locations of System Input and In-Line Meters
Table 1:	Base Usage and Allocation Rates
Table 2:	Locations of SFPUC County-line Meters and In-City Terminal Reservoirs
Table 3:	Locations of SFPUC System Input and In-line Meters
Table 4:	County-line Meters, In-City Terminal Reservoirs and Associated Metering Equipment
Table 5:	Meter Calibration and Maintenance Frequency

Table 1 presents the format for the water usage and allocation rate calculations for reference and to illustrate the definitions and formulas described in Sections A through C. Tables 2 and 3 list the meters whose locations are shown on Figures 1 and 3, respectively. Table

4 identifies the type of meter and associated metering equipment for the County-line Meters and Terminal Reservoirs. Table 5 identifies the meter calibration and maintenance frequency for the meters and equipment listed in Table 4.

SECTION A. WATER METERS

1. General

The Agreement provides that certain operating and maintenance expenses and the capital cost of certain categories of utility plant in service are to be allocated between San Francisco and the Wholesale Customers on the basis of proportionate annual usage of the Regional Water System. The purpose of this Attachment is to describe the meters and illustrate the method by which proportionate annual usage will be calculated.

2. Units of Measurement, Rounding, Conversion

The SFPUC will compile the usage data required to complete Table 1 annually. The units of measurement and conventions for converting and rounding will be as follows.

The data in the Table 1 will be presented, and the calculations contemplated by this Attachment shown, in units of millions of gallons per day (mgd), rounded to the nearest tenth of an mgd. Percentages (e.g., the City and Wholesale usage rates) shall be carried to two digits to the right of the decimal point and reduction factors shall be carried to four digits to the right of the decimal point. Data compiled by the SFPUC in units of hundreds of cubic feet per year (ccf) shall be converted to mgd by multiplying hundreds of cubic feet per year by 0.000020493 (or 2.0493×10^{-6}) for non-leap years and 0.000020437 (or 2.0437×10^{-6}) for leap years.

In rounding, if the rightmost digit dropped is 0 through 4, the preceding digit shall be left unchanged; if the rightmost digit dropped is 5 through 9, the preceding digit shall be increased by 1.

3. Location of Meters/Gauges

The SFPUC presently maintains meters and gauges that have been used to determine the proportionate usage of the Regional Water System, in accordance with the methods and calculations described in Exhibit J to the 1984 contract between San Francisco and the Wholesale Customers. These meters consist of "County-Line Meters," "In-City Terminal Reservoir Meters" and "System Input and In-line Meters" as described in the following subsections. As new capital improvement projects are designed and constructed by the SFPUC, it may be necessary for new meters to be installed to ensure continued accurate determinations of the proportionate usage of the Regional Water System. "Planned meters" are included in the following subsections where planned capital improvement projects are likely to require the installation of additional meters.

a. County-line Meters

The SFPUC presently maintains meters at or near the San Mateo-San Francisco County line to measure flow through all transmission pipelines entering the City ("County-line Meters"). The existing and planned County-line Meters are listed in Table 2 and shown on Figures 1 and 2. Additional details pertaining to the County-line meters located at the Lake Merced Pump Station, and specifically to water deliveries from the pump station to Sunset Reservoir, Sutro Reservoir, and Lake Merced are provided below.

(1) County-Line deliveries to Sunset and Sutro Reservoirs

Water delivered to the City through the Sunset Supply Pipeline may be pumped from the Lake Merced Pump Station to either Sunset Reservoir or Sutro Reservoir located within the City. When water is pumped from the Lake Merced Pump Station to both Sunset and Sutro reservoirs simultaneously, the recording instrumentation on the Sunset and Sutro venturi meters are designed to record flows through both meters. When water is pumped to Sutro Reservoir only (typically utilizing Pump No. 4 at the

Lake Merced Pump Station), the source water is from the Sunset Reservoir (not the County-line), and the direction of flow through the Sunset venturi meter is reversed. Under this pumping scenario, the recording instrumentation on the Sunset and Sutro venturi meters are designed to not record flow on their respective recorders such that the in-City transfer of water between Sunset and Sutro Reservoirs is not included as a County-line delivery to the City. Figure 2 provides a generalized schematic of the Lake Merced Pump Station and the typical direction of flow from the County-line, through the pump station.

(2) County-line deliveries to Lake Merced

In order to raise and maintain water levels in Lake Merced, the SFPUC occasionally delivers water directly from the Regional Water System to Lake Merced. Deliveries from the Regional Water System to Lake Merced are accomplished at the Lake Merced Pump Station. The procedure involves operating valves on the suction side of Sunset Pump No. 2 such that water may flow by gravity in the Sunset Supply Pipeline, from San Mateo County, across the County-line and into San Francisco, through Lake Merced Pump Station and into the Lake Merced wet well. A 16-inch pipeline connection on the suction side of Sunset Pump No. 2 allows for deliveries of water to the wet well (see Figure 2). Water deliveries from the Regional Water System to Lake Merced are considered County-line deliveries and an in-City usage in the calculation of water allocation rates.

b. In-City Terminal Reservoirs

Water usage by the City includes water deliveries from the SFPUC's "terminal reservoirs." The terminal reservoirs are: 1) Sunset Reservoir, 2) University Mound Reservoir, and 3) Merced Manor Reservoir. The terminal reservoirs are shown on Figure 1.

c. System Input and In-Line Meters

The SFPUC presently measures water flow into and through the Regional System utilizing "System Input and In-Line Meters." The existing and planned System Input and In-Line Meters are listed in Table 3 and shown on Figure 3.

d. Wholesale Customer Meters and City Retail Customer Meters Located Outside the Boundaries of the City

The SFPUC presently measures water deliveries from the Regional Water System to its Wholesale Customers at various locations where the water delivery systems of the individual Wholesale Customers tie into the Regional Water System. The meters at these locations are referred to as the Wholesale Customers' "master meters." The SFPUC also measures water deliveries from the Regional Water System to other customers located outside of the boundaries of the City that are not Wholesale Customers. Water deliveries to the Wholesale Customers and Retail Customers outside the City's boundaries that receive water from the Regional Water System are accounted for by the SFPUC's Customer Service Division as described in Section B.

4. Replacement and Relocation of Meters, Gauges, and Recording Devices.

The SFPUC presently equips all of its large venturi meters with differential pressure transmitters. The smaller meters utilize other methods and equipment to register and record flows. The SFPUC will maintain the meters, gauges, and recording devices described above in subsections (a), (b), (c), and (d) unless and until such meters, gauges, and recording devices are replaced.

The SFPUC may replace the meters, gauges, and recording devices described above in subsections (a), (b), (c), and (d) or install new meters, gauges, and recording devices at new locations, provided that such changes do not diminish the accuracy of the water flow measurements or impair the ability of the SFPUC to separate direct City water use from water use by the wholesale customers. Maintenance and calibration procedures for new or replaced equipment may change. Modified maintenance and calibration procedures for new or replaced equipment will conform to industry standards set forth in AWWA Manual M33, the applicable

standards in the International Society of Automation, and will implement the manufacturer's instructions for maintenance and calibration. The SFPUC will provide BAWSCA with advance written notice of any such changes, together with a brief explanation of the reasons therefor and a description of the type and location of the replacement. Such notice shall automatically amend the list of meters, gauges, and recording devices set forth above in subsections (a), (b), (c), and (d).

5. Recording of Water Flow Data

a. Flow Data

The City shall record and maintain data measuring base water flow throughout the SFPUC Regional Water System as necessary to determine proportional annual water usage.

b. Reservoir Data

The SFPUC shall record and maintain data measuring the levels of the terminal reservoirs described above in subsection A.3.b and shown on Figure 1 on an hourly basis. Flow values derived from reservoir level readings for all reservoirs in the SFPUC wholesale system shall be calculated using the tables contained in the SFPUC publication "Reservoir Data" (aka "The Weir Book"), which set forth the relationship between reservoir levels and water volumes, as such tables may be amended from time to time to reflect changes in the volumes of the various reservoirs. The tables to be used initially shall be those from the current edition of The Weir Book.

SECTION B. CALCULATION OF PROPORTIONAL ANNUAL
USAGE

"Base rates" means the percentages of annual SFPUC deliveries attributed to the Wholesale Customers and to City Retail Customers.

The percentage of annual SFPUC metered deliveries attributed to the Wholesale Customers (i.e., the wholesale base rate) shall be calculated for each fiscal year as described below and illustrated in Table 1. The item numbers listed below correspond to the item numbers listed in Table 1.

- (1) "Gross San Francisco County line base deliveries" shall equal the total amount of water flowing into the City's distribution system through transmission pipelines entering the City, as measured by the County-Line Meters described in Section A.3.a. and shown on Figures 1 and 2.
- (2) "Daly City base deliveries" shall equal the water flowing to Daly City through meter accounts provided downstream of the County-Line meters or through SFPUC's City Distribution Division. At present these accounts are:
 - (a) CSPLI/Macdonald Avenue Service (Account number 010084-01-0)
 - (b) Guttenberg Street Service (Account number 010013-01-3)
 - (c) Carter Street Service (Account numbers 284070-01-8 and 284071-01-6)

These accounts represent a portion of the total deliveries to Daly City. The quantities of water delivered to these four Daly City accounts are reported monthly in Form MGT441 by the SFPUC's Customer Service Division. These connections to meters are presently located within the City, and thus record water which has already been recorded by the SFPUC's master meters at the County line. So long as this condition continues, Daly City base deliveries shall be subtracted from "Gross San Francisco County line base deliveries."

- (3) "Net San Francisco base deliveries" shall equal the result of subtracting "Daly City base deliveries" from "Gross San Francisco County line base deliveries."

- (4) "Other suburban raw water base deliveries" shall equal the sum of all deliveries of raw (untreated) water to customers of the SFPUC located outside the City other than deliveries to the Wholesale Customers. "Other suburban raw water base deliveries" include deliveries of raw water in Alameda and San Mateo Counties to SFPUC Retail Customers, City departments and commissions, and other users affiliated with San Francisco.
- (5) "Other suburban treated water base deliveries" shall equal the sum of all deliveries of treated water to customers of the SFPUC located outside the City other than deliveries to the Wholesale Customers. Other suburban treated water base deliveries include deliveries of treated water to the SFPUC's Retail Customers in San Mateo, Santa Clara and Alameda Counties (such as NASA Ames Research Center and LLNL), to City departments and commissions and other users affiliated with San Francisco (such as the San Francisco International Airport, the San Francisco County Jail, and tenants of land owned by the City Recreation and Park Department).
- (6) "Other suburban base deliveries" shall equal the sum of "Other suburban raw water deliveries" and "Other suburban treated water deliveries." The combined amount of raw and treated water delivered to suburban entities other than the Wholesale Customers is reported monthly in Form MGT440 by the SFPUC's Customer Service Division.
- (7) "Total City base usage" shall equal "Net San Francisco base deliveries" plus "Other suburban base deliveries."
- (8) "Total wholesale base usage" shall equal the sum of all metered deliveries to the Wholesale Customers measured at their SFPUC master meters (including all deliveries to Daly City which are comprised of deliveries through meters located outside San Francisco and meters located inside San Francisco, deliveries through the latter of which are designated above in paragraph B.1.2 as "Daly City base

deliveries"). The quantity of water delivered to the individual Wholesale Customers, and the combined amount of water delivered to all Wholesale Customers is reported monthly in Form MGT440 by the SFPUC's Customer Service Division.

- (9) "Total system base usage" shall equal "City base usage" plus "Wholesale base usage."
- (10) "Wholesale base rate" shall equal the percentage obtained by dividing "Wholesale base usage" by "Total system base usage."
- (11) "City base rate" shall equal the percentage obtained by subtracting "Wholesale base rate" from 100 percent.
- (12) "Base system input" shall equal all amounts of water supplied to the SFPUC Regional Water System, which presently comes from the following sources:
 - (a) Hetch Hetchy water as measured at the venturi meters on the 58-inch, 61-inch, and 78.5-inch San Joaquin Pipeline Nos. 1, 2, and 3 near Oakdale.
 - (b) Water supplied by HHWPD to LLNL as measured at the customer meter. Water delivered from the system to LLNL shall be deemed negative in sign for the purpose of determining "Base system input."
 - (c) Hetch Hetchy water pumped from the Alameda siphons to San Antonio Reservoir as measured at the venturi meter on the 60-inch San Antonio pipeline. Water delivered from the system to San Antonio Reservoir shall be deemed negative in sign for the purpose of determining "Base system input."

- (d) Sunol Valley Water Treatment Plant as measured at the meter on the 78-inch effluent pipeline.
- (e) Harry Tracy Water Treatment Plant as measured at the venturi meters on the 60-inch and 78-inch effluent pipelines.
- (f) Raw water deliveries to all SFPUC Retail Customers outside the City boundaries as measured at the customer meter. These deliveries are considered positive for the purposes of Table 1. Currently, raw water deliveries to the system are represented by the following account numbers contained in Form MGT440 prepared by the SFPUC's Customer Service Division:

- 266081-01-7 (Calaveras Nursery)
- 266081-02-5 (Calaveras Nursery)
- 264355-01-7 (Caltrans)
- 266084-02-9 (Color Spot Nursery)
- 272701-02-0 (Color Spot Nursery)
- 266069-02-0 (Crystal Springs Golf Course)
- 266078-02-1 (Dell Franklin)
- 266078-01-3 (Dells Nursery)
- 266084-01-1 (Hi-C Nursery)
- 272701-01-2 (Hi-C Nursery)
- 284112-01-8 (Hansen Aggregates)
- 266084-03-7 (Jeff Anhorn Nursery)
- 272701-03-8 (Jeff Anhorn Nursery)
- 266079-02-9 (Mission Valley Rock)
- 281043-01-8 (Mission Valley Rock)
- 267618-02-3 (Nagata Farms)
- 267618-01-5 (Nagata Farms)
- 266090-01-8 (Naka Nursery)

266091-01-6 (Naka Nursery)
266090-02-6 (Naka Nursery)
266091-02-4 (Naka Nursery)
264315-02-9 (Pacific Nurseries)
266076-01-7 (Sunol Christmas Tree Farm)
266076-02-5 (Sunol Tree Farm)
276095-01-5 (Sunol Valley Golf & Recreation)
266077-02-3 (Ura Farm)
264352-01-4 (Ura, John)
266075-01-9 (Valley Crest)
268276-01-1 (Valley Crest Nursery)
266093-01-2 (Valley Crest Tree Company)
268426-02-0 (Valley Crest Tree Company)
266075-02-7 (Valley Crest Tree Company)
266093-02-0 (Valley Crest Tree Company)
268276-02-9 (Valley Crest Tree Company)
266082-01-5 (Western Star Nursery)
266089-01-0 (Western Star Nursery)
267254-02-7 (Western Star Nursery)
266082-02-3 (Western Star)
266089-02-8 (Western Star)
267254-03-5 (Western Star)

- (g) Raw water deliveries from Pilarcitos Reservoir and Crystal Springs Reservoir to Coastside County Water District as measured at the customer meters. These deliveries are considered positive for the purposes of Table 1. Currently, raw water deliveries to Coastside County Water District from both reservoirs are represented under account number 010027-01-9 contained in Form MGT441 prepared by the SFPUC's Customer Service Division:

- (h) Crystal Springs Balancing Reservoir. The flow into or out of the Crystal Springs Balancing Reservoir shall be calculated based on the changes in the amounts of water stored in the reservoir. The amounts of water stored shall be determined by the use of water level sensors, and the application of water level readings to a water level-storage capacity table. Decreases in storage, which indicate a flow from the Balancing Reservoir into the system, shall be deemed positive in sign. Increases in storage, which indicate a flow into the Balancing Reservoir from the system, shall be deemed negative in sign. Over the period of a year, the total flows into and out of Crystal Springs Balancing Reservoir are nearly equivalent. As such, total system input from Crystal Springs Reservoir shall be deemed zero for calculating current base rates.
- (i) Deliveries to Crystal Springs Reservoir as measured by the overflow weir at the Pulgas Pump Station. Deliveries from the system to Crystal Springs Reservoir ("spills") shall be deemed negative in sign for the purpose of determining "Base system input."
- (j) Terminal Reservoirs. The "terminal reservoirs" consist of Sunset Reservoir, University Mound Reservoir, and Merced Manor Reservoir, each located within the City of San Francisco. The flow into or out of the terminal reservoirs shall be calculated based on the changes in the amounts of water stored in them. The amounts of water stored shall be determined by the use of water level sensors, and the application of water levels to water level-storage capacity tables. Over the period of a year, the total flows into and out of terminal reservoirs are nearly equivalent. As such, total system input from the terminal reservoirs shall be deemed zero for calculating base rates.
- (k) Other Sources. Other sources of flow into, or from, the Regional Water System, shall be accounted for as "other sources." Examples of other

sources of system input would include intertie water deliveries between the Regional System and the Santa Clara Valley Water District, and between the Regional System and the East Bay Municipal Utilities District, and deliveries of raw water from Crystal Springs Reservoir in the event of an emergency. Flows from the system shall be deemed negative in sign for the purpose of determining "Base system input."

- (13) "Total base system input" shall equal the sum of the system inputs from the sources described in paragraph B.1.12.
- (14) "Joint system loss reduction factor" shall equal "Total system base usage" divided by "Total base system input." "Joint system loss reduction factor" shall not exceed 1.0.
- (15) "Daly City reduction factor" shall equal "Net San Francisco base deliveries" divided by "Gross San Francisco County line base deliveries." "Daly City reduction factor" shall not exceed 1.0.
- (16) "Total suburban base deliveries" shall equal "Other suburban base deliveries" plus "Total wholesale base usage."
- (17) "Suburban reduction factor" shall equal "Wholesale base usage" divided by "Total suburban base deliveries." "Suburban reduction factor" shall not exceed 1.0.
- (18) "HHWPD Deliveries above Oakdale" shall equal the total amount of water delivered by the HHWPD to users located above the system input meters in Oakdale. Water users located above the system input meters in Oakdale are currently represented by Groveland Community Services District and the HHWPD facility at Moccasin.

- (19) "HH Reduction Factor" is calculated for the purpose of determining the Wholesale Customers' share of the Hetch Hetchy Assessment. The factor shall equal a fraction, the numerator of which is the total system input measured at the Oakdale meters (Table 1, line 12.a) and the denominator of which is the sum of the total system input measured at the Oakdale meters (Table 1, line 12.a) plus the total "HHWPD deliveries above Oakdale" (Table 1, line 18).

SECTION C.

DATA REQUIREMENTS AND SCHEDULE

1. Collection and Dissemination of Data

The SFPUC presently compiles daily flow data for the County-line meters, System Input and In-Line Meters, and daily reservoir water level data, and provides copies of that data to the Wholesale Customers (through BAWSCA) on a monthly basis. The SFPUC also provides copies of wholesale "Suburban Resale" and City Retail water usage data to BAWSCA on a monthly basis. Additionally, the SFPUC provides BAWSCA access to flow data for the meters as reported and recorded by the SFPUC's SCADA system.

The SFPUC shall continue to provide the flow and water usage data described above to BAWSCA on a monthly basis, and shall continue to allow BAWSCA access to the SCADA system data, so that a coordinated effort between the SFPUC and BAWSCA will allow for updating Table 1 of this Attachment annually on a timely basis.

It shall continue to be the SFPUC's responsibility to compile the data necessary to update Table 1 of this Attachment annually and the City shall deliver to BAWSCA, for review and approval, copies of the updated Table 1 by September 15 for the fiscal year ending the preceding June 30, as shown by the schedule contained in Section C.3.

Upon reasonable notice to the General Manager of the SFPUC, BAWSCA shall be given access to all water flow and usage records compiled by the SFPUC, including raw data, at reasonable times during business hours and shall have the right to copy such records and data at its expense.

2. Lack of Data

The parties recognize that, because of human error, mechanical failure, or other unplanned events, portions of the data required for the calculation of the usage rates and ratios described in Sections B and C of this Attachment occasionally may be unavailable or incorrect. In the event that such data are unavailable or inaccurate, the SFPUC shall make a reasonable estimate of the unavailable or incorrect data or use the most accurate alternative data that are available, and substitute the estimate therefor.

If the SFPUC uses an estimate of the unavailable or inaccurate data or alternative data, it shall provide BAWSCA with the following:

- (1) a description of the unavailable or inaccurate data and the estimation or substitution of data used therefor;
- (2) an explanation of the cause of the missing or inaccurate data and the reasons underlying the SFPUC's estimation or substitution of alternate data; and
- (3) a statement of how the error or malfunction that caused the unavailability or inaccuracy of the data will be avoided in the future.

The SFPUC shall provide this information to BAWSCA upon calculation by the SFPUC of the usage rates and ratios described in this Attachment for the fiscal year in question.

3. Schedule for Completing the Annual Calculations of Water Usage Rates

The parties recognize the importance of updating Table 1 of this Attachment annually in a timely manner, and that historically, doing so has required a coordinated effort between the SFPUC and BAWSCA. To assure timely completion of the annual calculations of water usage rates and ratios, the parties agree to adhere to the following schedule.

(1) By August 15: The SFPUC shall forward to BAWSCA all data for the fiscal year ending the preceding June 30, necessary to make a determination of the base water usage and base allocation rates for the Wholesale Customers and the City.

(2) By September 15. The City shall deliver to BAWSCA, for review and approval, draft copies of the updated Table 1 for the fiscal year ending the preceding June 30.

(3) Between September 15 and October 15. The SFPUC and BAWSCA shall reconcile any discrepancies or inaccuracies in the draft calculations of water usage rates and shall reach agreement on a final updated Table 1 for the fiscal year ending the preceding June 30.

(4) By November 1. The SFPUC shall deliver to BAWSCA a finalized updated Table 1, signed by the SFPUC General Manager, or appropriate designee, representing the water usage rates agreed upon by the SFPUC and BAWSCA, for the fiscal year ended June 30.

(5) By November 15. BAWSCA shall return the finalized Table 1 to the SFPUC, counter-signed by the BAWSCA General Manager/CEO. If the SFPUC does not receive the countersigned Table 1 from BAWSCA by November 15, it may use the water use data as contained in the Table 1 delivered pursuant to paragraph (4) above, subject to arbitration as provided in section 8.01 of the Agreement.

SECTION D. COUNTY LINE AND IN-CITY TERMINAL RESERVOIR METER CALIBRATION AND MAINTENANCE

1. General

This section refers only to the County-Line and In-City Terminal Reservoir Meters. The term "meter(s)" includes the primary meter itself (most of the primary meters in the SFPUC's water system are Venturi-type flow meters) as well as any and all of the associated equipment used to measure, record, and transmit flow and water level data. The metering equipment associated with the primary metering device (also referred to as the secondary metering equipment) includes differential pressure transmitters, recorders, telecommunications equipment and the portion of the SFPUC's Supervisory Control and Data Acquisition (SCADA) System that is used to transmit flow and water level measurements from the water meter to the computer terminal that records the measured data.

The County-Line and In-City Terminal Reservoir meters, their general locations, and their associated metering equipment are listed in Table 4.

2. Frequency and Type of Work to be Performed

The meters, water level sensors, and associated metering equipment are to be inspected, tested, calibrated, and maintained according to the applicable meter calibration and maintenance frequency specified in Table 5.

3. Components of the Calibration and Maintenance Work

The SFPUC will contract with an independent metering consultant to perform periodic inspections, testing, servicing and calibrations of the meters and metering equipment for the County-line meters and In-City Terminal Reservoirs. The metering consultant's calibration and maintenance work will include the following components:

- Annual Pitot Tube Tests: Pitot tube flow tests shall be performed once a year on all Venturi-type flow meters. See Sections 4.b and 4.c for further detail.
- Quarterly Secondary Meter Equipment Testing and Calibration: The secondary metering equipment shall be tested for accuracy and calibrated quarterly at five input levels (0%, 25%, 50%, 75% and 100% of the full range of flow). See Section 4.a for further detail.
- Cleaning: Clean and remove dust, oils, dirt, etc. from all instruments.
- Flushing: Flush and clean Venturi tube differential pressure (D/P) sensing lines.
- Inspecting: Inspections for mechanical fatigue, leaky pipes and fittings, worn parts, and improper operation of electrical/electronic equipment.
- Lubrication: Mechanical parts shall be lubricated as needed.

4. Calibration Procedures

The metering consultant shall continue to calibrate and maintain the County-line meters and metering equipment listed in Table 4 in accordance with the frequency of work specified in Table 5. The work includes documenting meter readings and accuracy before and after calibration. Specific tasks to be completed by the metering consultant are as follows:

- a) Quarterly testing and calibration. The secondary metering equipment shall be tested and calibrated quarterly using NIST Traceable test equipment, and a "dead weight tester."

The system loop error for the secondary metering equipment is determined by connecting its output to the differential pressure transmitter and adjusting the dead weight tester to 5 places over the full range of flow: 0%, 25%, 50%, 75% and 100%, while all instruments in the loop are connected. For water level transmitters, provide simulated test head equal to full range of the transmitter being calibrated, comparing the simulated test head to its 4-20 milliamp output signal to determine transmitter error and calibration requirements.

The system loop error for the secondary metering equipment may not exceed +/-2%. The individual components of the secondary metering equipment shall also be tested at the same 5 input levels and calibrated as necessary to ensure the error of the system and individual components does not exceed +/- 2%.

- b) Annual Pitot Tube Testing and Calibration. Annual Pitot tube testing shall be conducted for a comparison of flow totalized by the Pitot tube test equipment and the totalizer used by the SFPUC for water measurement and billing purposes. Annual Pitot tube flow testing shall be performed on all flow meters for assessment of Venturi error using the Annubar continuous flow method at 22% of the pipe radius. Pitot tube flow testing must be conducted continuously for a minimum of 30 minutes per test.

The Pitot tube flow tests are first performed before any of the secondary metering instruments are calibrated to determine the total system error (system consisting of the primary metering device and secondary metering equipment). Once the total system loop error has been established, perform secondary loop instrument testing and calibration as per the quarterly testing and calibration procedures described in 4.a above. If the total system error exceeds +/- 2% after calibration of the secondary metering equipment, minor adjustments to the differential pressure transmitter shall be made to correct (calibrate) the error in the Venturi meter. Repeat Pitot tube testing must be performed after the individual instrument calibration and differential pressure transmitter adjustments have been performed to establish that total system loop error is within +/- 2%.

- c) Pitot tube testing shall be conducted at a flow rate representing the typical flow for the meter (and, if operationally possible, at three different flows ranging from a minimum to near maximum capacity flow).
- d) The metering consultant shall perform the meter testing and calibration procedures utilizing the meter characteristic curves (for example, the pressure drop vs. flow for a Venturi meter) that have been obtained during previous meter calibration and maintenance work.
- e) During each quarterly site visit, the metering consultant shall inspect, assess and document the condition of all metering equipment, including meter, gauges, indicators, recorders, transmitters and other instrumentation, used in the measurement and recording of flow rates and cumulative flow totals and shall document all operational problems with the calibration instruments and meters during the calibration process. Problems may include air entrainment, leakage, flow disturbance and unstable meter readings.
- f) Prior to each quarterly site visit, the metering consultant shall review prior calibration records and reports for each meter to determine if previously-identified errors or equipment deficiencies were corrected as previously recommended.
- g) Each quarter, the metering consultant shall submit a final report (See Section 6) containing all of the calibration results for each meter tested and calibrated during the quarter. The metering consultant's report shall include a narrative description of the work conducted on each meter and meter calibration reports for the individual metering equipment. The quarterly report shall also address deficiencies that were not previously corrected according to the recommendations made in the prior report.

5. Calibration Instruments

The instrument used for flow testing of the primary meter (Venturi) must meet the accuracy standards required by the American Water Works Association (AWWA), and be

capable of measuring actual flows with an error of less than +/- 2%. If a particular calibration instrument is not rated for accuracy by the AWWA, its accuracy will be determined by reference to its manufacturer's representations as to accuracy.

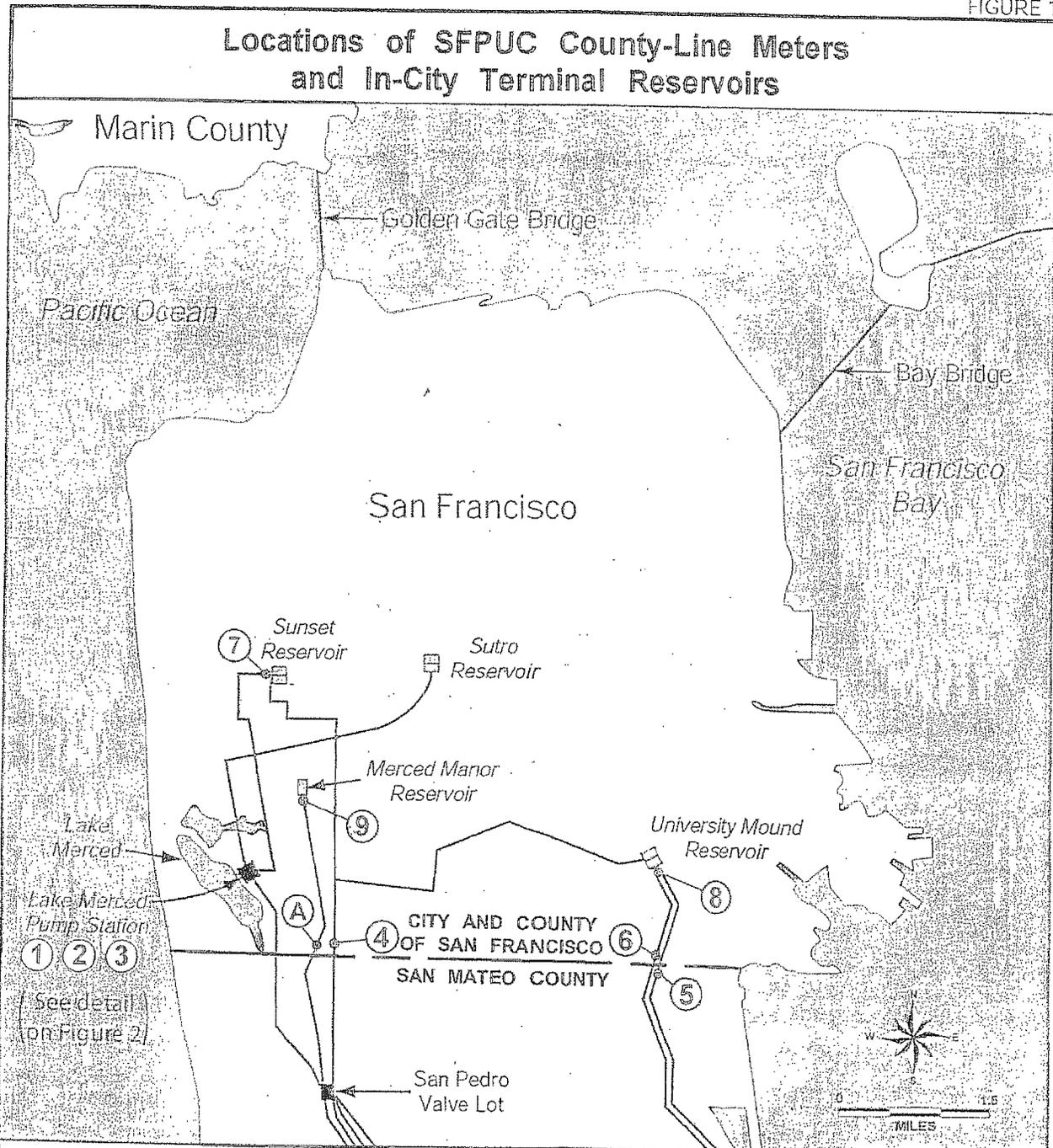
6. Calibration Reports

Within fourteen (14) working days after the beginning of each quarter, the metering consultant shall submit a written progress report of the work performed during the previous quarter. Each quarterly report will describe the results of the meter calibrations and any other tasks performed. The report will also include comments regarding any observations of abnormal conditions and any recommendations regarding these meters and their related equipment.

The reports must include complete descriptions and status of meters and related equipment, dates and times of service, all calibration specifics, pipeline dimensions, range of flow rates and totalized volumes, before and after error analysis and accuracy levels achieved, testing equipment used, and the name(s) of the person(s) that performed the work.

When appropriate and necessary, the metering consultant shall provide recommendations for improving the accuracy and reliability of the equipment and/or the methods of data collection. If, in the opinion of the metering consultant, the condition of a meter or its associated metering equipment is found to be defective, damaged, or otherwise in need of immediate repair or replacement, the metering consultant shall: 1) promptly notify the appropriate SFPUC personnel of the problem and recommend a solution to the problem so that the SFPUC can determine how to address it and, 2) include the problem description in its quarterly report.

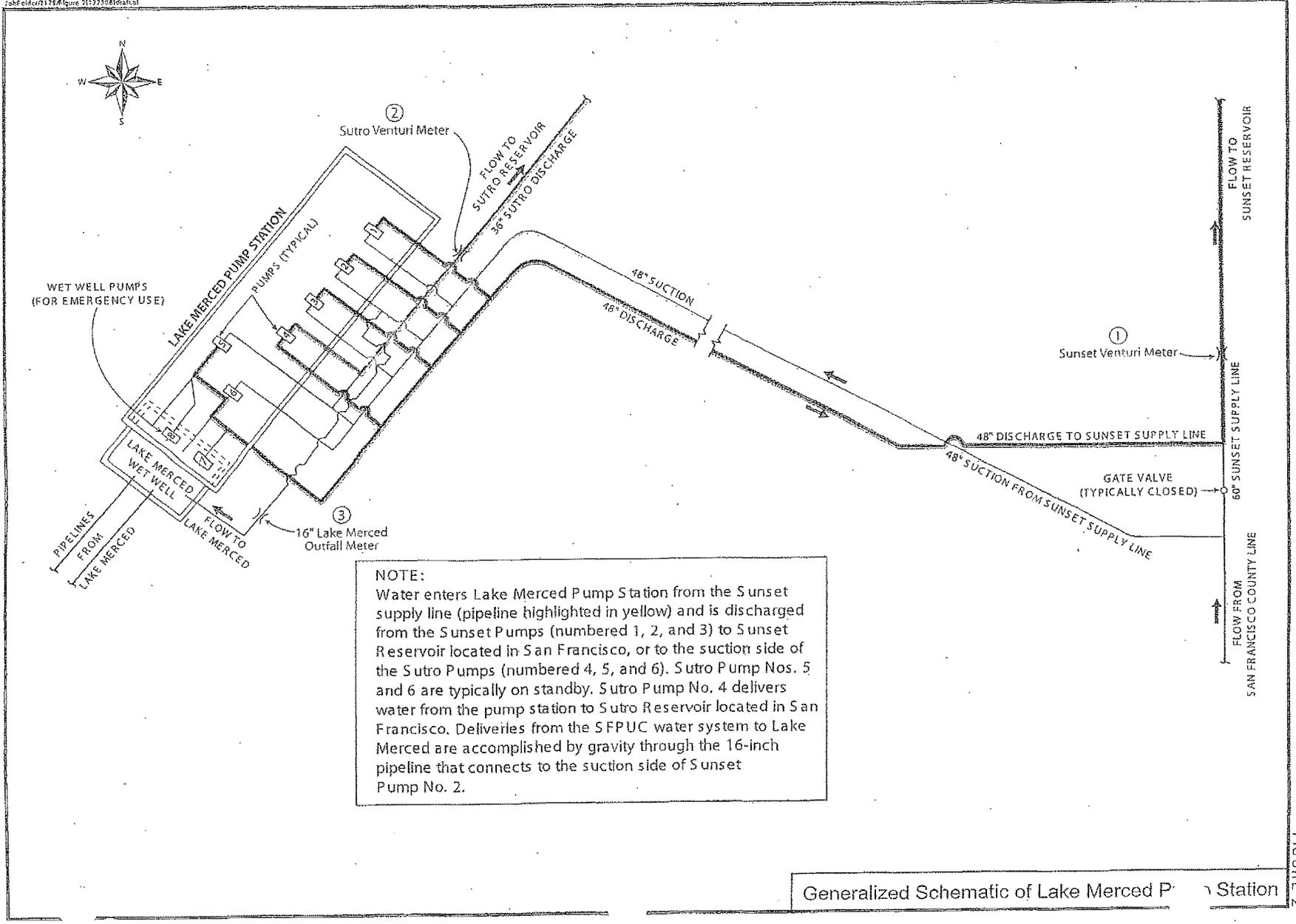
FIGURE 1



METER	PIPELINE	LOCATION
1	Sunset	Lake Merced Pump Station
2	Sutro	Lake Merced Pump Station
3	Lake Merced Outfall	Lake Merced Pump Station
4	San Andreas No. 2	Junipero Serra (Hwy. 280) South of Belle Ave.
5	Crystal Springs No. 1	PG&E Martin Service Center Yard
6	Crystal Springs No. 2	Tamasco Ct. South of Sunnydale Ave.
A	San Andreas No. 3 (Planned)	To be determined

METER	RESERVOIR	LOCATION
7	Sunset Reservoir	26th Avenue and Ortega
8	University Mound Reservoir	University Avenue and Bacon
9	Merced Manor Reservoir	23rd Avenue and Ocean

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NOTE:
 Water enters Lake Merced Pump Station from the Sunset supply line (pipeline highlighted in yellow) and is discharged from the Sunset Pumps (numbered 1, 2, and 3) to Sunset Reservoir located in San Francisco, or to the suction side of the Sutro Pumps (numbered 4, 5, and 6). Sutro Pump Nos. 5 and 6 are typically on standby. Sutro Pump No. 4 delivers water from the pump station to Sutro Reservoir located in San Francisco. Deliveries from the SFPUC water system to Lake Merced are accomplished by gravity through the 16-inch pipeline that connects to the suction side of Sunset Pump No. 2.

Generalized Schematic of Lake Merced Pump Station

FIGURE 3

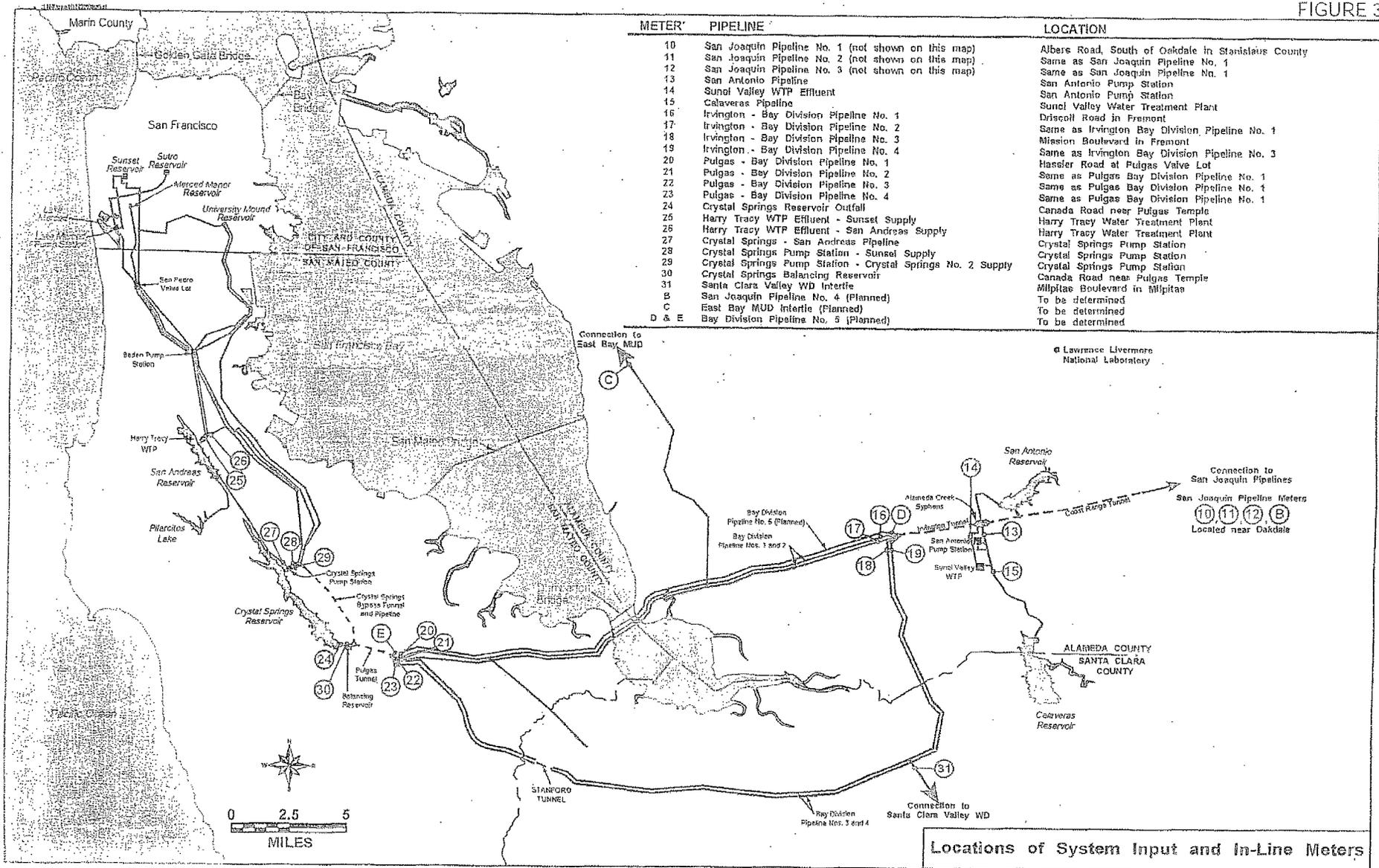


Table 1
Base Usage (mgd) and Allocation Rates

(1) Usage	(2) Definition	(3) 2004-05	(4) 2005-06	(5) 2006-07	(6) 2007-08	(7) 2008-09	(8) 2009-10
1. Gross S.F. Co. line	B.1	79.5	78.3	75.7			
2. Daly City portion	B.2	0.2	0.2	0.2			
3. Net S.F.	(1-2)	79.3	78.1	75.5			
4. Other suburban raw water	B.4	0.4	0.5	0.7			
5. Other suburban treated water	B.5	4.1	3.4	3.9			
6. Total other suburban	(4+5)	4.5	3.9	4.6			
7. Total City usage	(3+6)	83.8	82.0	80.1			
8. Total wholesale usage	B.8	167.4	164.4	175.8			
9. Total system usage	(7+8)	251.2	246.4	255.9			
10. Wholesale alloc. rate	(8/9)	66.63%	66.72%	68.70%			
11. City alloc. rate	(100%-10)	33.37%	33.28%	31.30%			
12a. HHWPD input (Oakdale)	B.12	194.7	202.6	227.3			
12b. Deliveries to LLNL	B.12	-0.4	-0.9	-0.9			
12c. HH to San Ant. Res.	B.12	-3.8	-1.8	-11.6			
12d. Sunol Valley WTP	B.12	28.5	29.4	17.6			
12e. Harry Tracy WTP	B.12	45.2	40.4	41.2			
12f. Raw water deliveries	B.12	0.4	0.4	0.7			
12g. Deliveries to Coastside Co. WD	B.12	1.8	1.6	2.1			
12h. Crys. Sprs. Bal. Res.	B.12	0.0	0.0	0.0			
12i. Spill to CS Res.	B.12	-19.9	-42.6	-37.1			
12j. Terminal Reservoirs	B.12	0.0	0.0	0.0			
12k. Other sources	B.12	0.0	1.9	3.8			
13. Total system input	B.13	246.5	231.0	243.1			
14. Jt. sys. loss red. fact.	(9/13)	1.0000	1.0000	1.0000			
15. Daly City red. factor	(3/1)	0.9975	0.9974	0.9974			
16. Total suburban	(6+8)	171.9	168.3	180.4			
17. Suburban red. factor	(8/16)	0.9736	0.9768	0.9745			
18. HHWPD Deliveries above Oakdale	B.18						
19. HH Reduction Factor	B.19	99.56%					

Table 2
Locations of SFPUC County-Line Meters and In-City Terminal Reservoirs

County-Line Meters

<u>Meter</u>	<u>Pipeline</u>	<u>Location</u>
1	Sunset	Lake Merced Pump Station
2	Sutro	Lake Merced Pump Station
3	Lake Merced Outfall	Lake Merced Pump Station
4	San Andreas No. 2	Junipero Serra (Hwy. 280) South of Belle Ave.
5	Crystal Springs No. 1	PG&E Martin Service Center Yard
6	Crystal Springs No. 2	Tamasco Ct. South of Sunnydale Ave.
A	San Andreas No. 3 (Planned)	To be determined

In-City Terminal Reservoirs

<u>Meter</u>	<u>Reservoir</u>	<u>Location</u>
7	Sunset Reservoir	26 th Avenue and Ortega
8	University Mound Reservoir	University Avenue and Bacon
9	Merced Manor Reservoir	23 rd Avenue and Ocean

Table 3
Locations of SFPUC System Input and In-Line Meters

<u>Meter</u>	<u>Pipeline</u>	<u>Location</u>
10	San Joaquin Pipeline No. 1	Albers Road, South of Oakdale in Stanislaus County
11	San Joaquin Pipeline No. 2	Same as San Joaquin Pipeline No. 1
12	San Joaquin Pipeline No. 3	Same as San Joaquin Pipeline No. 1
13	San Antonio Pipeline	San Antonio Pump Station
14	Sunol Valley WTP Effluent	San Antonio Pump Station
15	Calaveras Pipeline	Sunol Valley Water Treatment Plant
16	Irvington – Bay Division Pipeline No. 1	Driscoll Road in Fremont
17	Irvington – Bay Division Pipeline No. 2	Same as Irvington Bay Division Pipeline No.1
18	Irvington – Bay Division Pipeline No. 3	Mission Boulevard in Fremont
19	Irvington – Bay Division Pipeline No. 4	Same as Irvington Bay Division Pipeline No.3
20	Pulgas – Bay Division Pipeline No. 1	Hassler Road at Pulgas Valve Lot
21	Pulgas – Bay Division Pipeline No. 2	Same as Pulgas Bay Division Pipeline No. 1
22	Pulgas – Bay Division Pipeline No. 3	Same as Pulgas Bay Division Pipeline No. 1
23	Pulgas – Bay Division Pipeline No. 4	Same as Pulgas Bay Division Pipeline No. 1
24	Crystal Springs Reservoir Outfall	Canada Road near Pulgas Temple
25	Harry Tracy WTP Effluent – Sunset Supply	Harry Tracy Water Treatment Plant
26	Harry Tracy WTP Effluent – San Andreas Supply	Harry Tracy Water Treatment Plant
27	Crystal Springs – San Andreas Pipeline	Crystal Springs Pump Station
28	Crystal Springs Pump Station – Sunset Supply	Crystal Springs Pump Station
29	Crystal Springs Pump Station – Crystal Springs No. 2 Supply	Crystal Springs Pump Station
30	Crystal Springs Balancing Reservoir	Canada Road near Pulgas Temple
31	Santa Clara Valley WD Intertie	Milpitas Boulevard in Milpitas
B	San Joaquin Pipeline No. 4 (Planned)	To be determined
C	East Bay MUD Intertie (Planned)	To be determined
D&E	Bay Division Pipeline No. 5 (Planned)	To be determined

TABLE 4
SFPUC COUNTY-LINE METERS, IN-CITY TERMINAL RESERVOIRS,
AND ASSOCIATED METERING EQUIPMENT

County-Line Meter	Meter Type	Location
1. Sunset	60" Venturi	Lake Merced Pump Station
Associated Metering Equipment:	<ul style="list-style-type: none"> • Rosemount D/P transmitter • Honeywell recorder • SCADA 	
2. Sutro	36" Venturi	Lake Merced Pump Station
Associated Metering Equipment:	<ul style="list-style-type: none"> • Rosemount D/P transmitter • Honeywell recorder • SCADA 	
3. Lake Merced Outfall	16" Mag. Meter	Lake Merced Pump Station
Associated Metering Equipment:	<ul style="list-style-type: none"> • Honeywell recorder • SCADA 	
4. San Andreas No. 2	36" Venturi	Junipero Serra (Hwy. 280) south of Belle Avenue
Associated Metering Equipment:	<ul style="list-style-type: none"> • Yokogawa D/P transmitter • NLS display • AGM electronics • Honeywell recorder • SCADA 	
5. Crystal Springs No. 1	44" Venturi	PG&E Martin Service Center Yard
Associated Metering Equipment:	<ul style="list-style-type: none"> • Yokogawa D/P transmitter • NLS display • AGM electronics • Honeywell recorder • SCADA 	
6. Crystal Springs No. 2	60" Venturi	Tamasco Ct. south of Sunnydale Avenue
Associated Metering Equipment:	<ul style="list-style-type: none"> • Yokogawa D/P transmitter • NLS display • AGM electronics • SCADA 	
In-City Terminal Reservoirs		
1. Sunset	Pressure Transducer	26 th Avenue and Ortega
Associated Metering Equipment:	<ul style="list-style-type: none"> • Honeywell recorder • SCADA 	
2. Merced-Manor	Pressure Transducer	23 rd Avenue and Ocean
Associated Metering Equipment:	<ul style="list-style-type: none"> • Honeywell recorder • SCADA 	
3. University Mound	Pressure Transducer	University Avenue and Bacon
Associated Metering Equipment:	<ul style="list-style-type: none"> • Honeywell recorder • SCADA 	

**TABLE 5
METER CALIBRATION AND MAINTENANCE FREQUENCY**

METER/ EQUIPMENT	FREQUENCY			WORK TO BE PERFORMED (See Work Codes Listed Below)					
	Quarterly	Semi- Annual	Annual	CA	CL	FL	IN	LU	PT
Venturi Meters			X	X		X (1)	X (1)		X
Magnetic Meters		X		X (2)	X (2)		X (2)		
Yokagowa D/P Transmitters	X			X	X	X	X		
Rosemount D/P Transmitters	X			X	X	X	X		
Honeywell Recorders	X			X	X		X		
Water Level Sensors (Pressure Transducers)	X			X	X		X		
SCADA Electronics	X			X					
AGM Electronics	X			X					
NLS Digital Displays	X			X					
Electrostatic 24V DC Power Supplies			X				X (3)		
ASCO Solenoids			X		X		X (4)	X	

WORK CODES:

CA = CALIBRATE; CL = CLEAN; FL = FLUSH; IN = INSPECT; LU = LUBRICATE; PT = PITOT TUBE TEST.

NOTES:

- (1) Inspection and flushing requirements for Venturi meters refer to the pressure tubing from the meter to the differential pressure transmitter.
- (2) May calibrate using clamp-on meter where conditions allow. Inspection and cleaning requirements for magnetic meters refer to the sensors or probes that are inserted through the pipe wall.
- (3) Adjust voltage if necessary.
- (4) Replace rubber ware as needed.

ATTACHMENT K-1

WHOLESALE CUSTOMERS' SHARE OF NET BOOK VALUE OF EXISTING ASSETS

PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES
(Section 5.03)

	Notes	Projected Value		
		Water	Hetch Hetchy	Total
Regional System Net Plant as of 6/30/08 (Actual)	1	\$ 435,639,907	\$ 66,135,724	
Less: Projected Depreciation on Regional Assets	2	\$ (32,526,143)	\$ (3,598,189)	
Plus: Projected FY 2008-09 Capital Additions	3	\$ 62,771,153	\$ -	
Projected Regional System Net Plant as of 6/30/09		\$ 465,884,917	\$ 62,537,535	
Plus: Projected Construction Work in Progress (CWIP) as of 6/30/09	4	\$ 16,928,503	\$ 5,807,023	
Projected Regional System Net Plant and CWIP as of 6/30/09		\$ 482,813,420	\$ 68,344,558	\$ 551,157,978
Allocation Factor:	5	70.1%	64.2%	
Wholesale Share of Projected Regional System Net Plant as of 6/30/09		\$ 326,585,327	\$ 40,149,098	\$ 366,734,424
Plus: Wholesale Share of Projected CWIP as of 6/30/09	6	\$ 11,866,881	\$ 3,728,109	\$ 15,594,989
Wholesale Share of Projected Net Plant and CWIP as 6/30/09		\$ 338,452,207	\$ 43,877,206	\$ 382,329,414
Interest Rate:		5.13%	5.13%	
Term (Yrs):		25	25	
Monthly Principal & Interest:		\$ 2,004,277	\$ 259,836	\$ 2,264,113
Annual Wholesale Revenue Requirement Amount		\$ 24,051,326	\$ 3,118,033	\$ 27,169,359

Notes

- 1 FAACS 120A Report as of 6/30/08
- 2 SFPUJ Estimate
- 3 SFPUJ Estimate based on projects and amounts as follows:

	Water Assets
CUW358 Sunset Reservoir (North Basin)	\$ 57,382,744
CUW 365 Cross Connection Controls	\$ 3,679,415
CUW 394 Watershed Land Acquisition	\$ 1,708,994
Total Additions	\$ 62,771,153

- 4 CWIP based on balance as 6/30/08 plus YTD expenditures (see Attachment K-2)
- 5 Fixed allocation factors based on dollar weighted 5-year average of J-Table allocation factors (2003-04 through 2007-08)
- 6 Wholesale share CWIP based on balance as 6/30/08 plus YTD expenditures (see Attachment K-2)

ATTACHMENT K-2
 WHOLESALERS' SHARE OF THE BOOK VALUE OF REVENUE FUNDED CAPITAL EXPENDITURES
 PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES
 (Section 5.03)

[1] Project No.	[2] Project Description	[3] Rate Class	[4] CWIP as of 6/30/08	[5] FY 2008-09 Expenditures	[6] Reduction for OZA Funding	[7] CWIP as 6/30/09	[8] Water Related CWIP	[9] Wholesale Share
A. Water Enterprise								
1. Regional Projects								
CUW352	Alameda Creek Fishery	Joint	\$ 2,007,607	\$ 224,582	\$ 2,232,189	\$		\$
CUW353	Seismic Upgrade @ Hayward Fault	Joint	\$ 3,129,234	\$ 1,967,625	\$ 5,096,859	\$		\$
CUW354	LOWER CRYSTAL SPRINGS DAM-REV-SFWD	Joint	\$ 7,046,944	\$ 1,086,262	\$ 8,133,206	\$		\$
CUW355	STANDBY POWER FACILITIES	Joint	\$ 3,715,276	\$ 6,596,849	\$ 10,312,125	\$		\$
CUW357	Adit Leak Repairs	Joint	\$ 783	\$ 1,129	\$ 1,912	\$		\$
CUW359	Irvington Tunnel	Joint	\$ 21,391,129	\$ 5,176,713	\$ 26,567,842	\$		\$
CUW361		Joint	\$ 7,837,176	\$ -	\$ 7,837,176	\$		\$
CUW361		Joint	\$ 368,057	\$ 1,383,959	\$ 1,752,016	\$		\$
CUW361	Pulgas Balancing Reservoir	Joint	\$ 1,255,545	\$ -	\$ 1,255,545	\$		\$
CUW361		Joint	\$ 1,248,002	\$ -	\$ 1,248,002	\$		\$
CUW361		Joint	\$ 570,179	\$ -	\$ 570,179	\$		\$
CUW363		Joint	\$ 712,921	\$ -	\$ 712,921	\$		\$
CUW363	SCADA Phase II	Joint	\$ 1,335,371	\$ 1,738,045	\$ 3,073,416	\$		\$
CUW365	Cross Connection Control	Joint	\$ 1,062,050	\$ -	\$ 1,062,050	\$		\$
CUW367	HTWTP LT Impr	Joint	\$ 3,635,172	\$ 547,801	\$ 4,182,973	\$		\$
CUW368		Joint	\$ 8,011,348	\$ 2,479,731	\$ 10,491,079	\$		\$
CUW368	BDPL Hydraulic Capacity	Joint	\$ 23,640,601	\$ -	\$ 23,640,601	\$		\$
CUW368		Joint	\$ 17,556,905	\$ 4,200,442	\$ 21,757,347	\$		\$
CUW370	Pipeline Readiness	Joint	\$ 2,579,847	\$ -	\$ 2,579,847	\$		\$
CUW371	CSPS and Pipeline	Joint	\$ 5,320,934	\$ 328,070	\$ 5,649,004	\$		\$
CUW372	University Mound (N)	Joint	\$ 11,420,770	\$ 3,872,779	\$ 15,293,549	\$		\$
CUW373		Joint	\$ 4,624,981	\$ 1,068,147	\$ 5,693,128	\$		\$
CUW373	SJPL	Joint	\$ 19,479,341	\$ 6,023,849	\$ 25,503,190	\$		\$
CUW374		Joint	\$ 7,199,051	\$ -	\$ 7,199,051	\$		\$
CUW374	Calaveras Dam	Joint	\$ 31,171,669	\$ 4,314,430	\$ 35,486,099	\$		\$
CUW374		Joint	\$ 2,366,343	\$ -	\$ 2,366,343	\$		\$
CUW378	CSPS #2	Joint	\$ 7,453,098	\$ 913,369	\$ 8,366,467	\$		\$
CUW379	SAPL #3	Joint	\$ 5,728,934	\$ 588,346	\$ 6,317,280	\$		\$
CUW380	BDPK #3 & 4 Crossovers	Joint	\$ 3,855,357	\$ 1,083,888	\$ 4,939,245	\$		\$
CUW381		Joint	\$ 5,450,995	\$ -	\$ 5,450,995	\$		\$
CUW381	SVWTP Expansion	Joint	\$ 53,222	\$ 3,090,520	\$ 3,143,742	\$		\$
CUW382		Joint	\$ 97,373	\$ -	\$ 97,373	\$		\$
CUW382	SVWTP Treated Water Reservoir	Joint	\$ 5,799,505	\$ 575	\$ 5,800,080	\$		\$
CUW384	Tesla	Joint	\$ 6,102,621	\$ 7,444,942	\$ 13,547,563	\$		\$
CUW386	SAPS X-CONNECT & PUMP IMP 96A UEB	Joint	\$ 1,374,491	\$ 971,625	\$ 2,346,116	\$		\$
CUW388		Joint	\$ 896,476	\$ 1,641,717	\$ 2,538,193	\$		\$
CUW388	PEIR	Joint	\$ 1,331,676	\$ -	\$ 1,331,676	\$		\$
CUW390	Desalination Pilot	Joint	\$ 175,165	\$ -	\$ 175,165	\$		\$
CUW391	Baden/San Pedro Valve Lots	Joint	\$ 3,964,642	\$ 948,589	\$ 4,913,231	\$		\$
CUW392	Program Management	Joint	\$ 2,452,297	\$ 5,081,444	\$ 7,533,741	\$		\$
CUW393	BDPL #4 Condition Assessment	Joint	\$ 25,071	\$ 294,634	\$ 319,705	\$		\$
CUW394	Watershed Environment Improvement	Joint	\$ 142,924	\$ 96,027	\$ 238,951	\$		\$
CUW101	SAN ANDREAS PLANT EXPANSION #1	Joint	\$ 182	\$ 96,027	\$			\$
CUW111	LOWER CRYSTAL SPRINGS DAM-REV-SFWD	Joint	\$ 40,436	\$ -	\$	\$ 96,209		\$ 67,443
CUW151	Baden PS	Joint	\$ 921	\$ 26,760	\$	\$ 40,486		\$ 28,346
CUW161	Water Treatment Facilities	Joint	\$ 75,801	\$ 605	\$	\$ 27,681		\$ 19,404
CUW178	SAPS X-CONNECT & PUMP IMP 96A UEB	Joint	\$ 104,902	\$ -	\$	\$ 76,406		\$ 53,561
CUW202		Joint	\$ 50,808	\$ -	\$	\$ 104,902		\$ 73,536
CUW202	Replace PCCP	Joint	\$ 285,003	\$ 64,256	\$	\$ 50,808		\$ 35,616
CUW202		Joint	\$ 2,365	\$ -	\$	\$ 349,259		\$ 244,831
CUW127	SCADA	Joint	\$ 50,029	\$ 2,481,274	\$	\$ 2,365		\$ 1,658
CUW356	New Crystal Springs Bypass Tunnel	Joint	\$ 13,992,264	\$ 5,560,862	\$ 16,028,397	\$ 2,531,303		\$ 1,774,443
CUW358	Sunset (N)	Joint	\$ 52,494,764	\$ 4,887,980	\$ 55,806,081	\$ 3,524,729		\$ 2,470,835
CUW387	Tesla Portal Disinfection	Joint	\$ 2,377,262	\$ (1,996)	\$ 1,223,945	\$ 1,576,663		\$ 1,105,241
CUW135		Joint	\$ 45,413	\$ -	\$	\$ 1,151,321		\$ 607,076
CUW135	New Lines and Bypass Valves	Joint	\$ 153,983	\$ 620,156	\$	\$ 45,413		\$ 31,835
CUW135		Joint	\$ 8,860	\$ -	\$	\$ 774,139		\$ 542,671
CUW143		Joint	\$ 5,656	\$ -	\$	\$ 8,860		\$ 6,211
CUW143	HH Water Treatment Plant	Joint	\$ 709,972	\$ 8,817	\$	\$ 5,656		\$ 3,865
CUW143		Joint	\$ 96,292	\$ -	\$	\$ 718,789		\$ 503,671
CUW186	SVWTP IMPROVEMENT PROJECT-CPB-SFWD	Joint	\$ 3,604	\$ -	\$	\$ 96,292		\$ 67,501
CUW206		Joint	\$ 4,365	\$ -	\$	\$ 3,604		\$ 2,526
CUW206	Tesla Portal/Thomas Shaft Emergency Disinfection	Joint	\$ 283,620	\$ 5,665	\$	\$ 4,365		\$ 3,060
CUW206		Joint	\$ 227,004	\$ -	\$	\$ 289,285		\$ 202,789
CUW231	Millbrae Labs	Joint	\$ 81,858	\$ 34,685	\$	\$ 227,004		\$ 159,130
CUW236	TELSA/SJVH WQ MONITORING IMPR	Joint	\$ 152,963	\$ -	\$	\$ 81,858		\$ 61,695
CUW366		Joint	\$ 16,523	\$ -	\$	\$ 152,963		\$ 107,227
CUW366	HTWTP ST Improvements	Joint	\$ 1,398,798	\$ 5,732,626	\$ 7,131,424	\$ 16,523		\$ 11,583
CUW120	WATER QUALITY PLANNING STUDY	Joint	\$ 1,452,901	\$ -	\$ 1,452,901	\$		\$
CUW164	WATER VULNERABILITY STUDY-UEB	Joint	\$ 577	\$ -	\$	\$		\$ 404
CUW181	STANDBY POWER FACILITIES	Joint	\$ 479	\$ -	\$	\$ 577		\$ 336
CUW210	Millbrae Administrative Bldg Remodel	Joint	\$ 5,905	\$ -	\$	\$ 479		\$ 4,139
CUW220	Calaveras Dam Evaluation	Joint	\$ 308,971	\$ 321,553	\$	\$ 5,905		\$ 230,879
CUW227	Watershed facilities and Fencing	Joint	\$ 190,552	\$ 206,448	\$	\$ 308,971		\$ 216,589
CUW228	Watershed Roads	Joint	\$ 358,434	\$ 85,332	\$	\$ 190,552		\$ 278,297
CUW232	Crystal Springs Dam Discharge	Joint	\$ 363,823	\$ -	\$	\$ 358,434		\$ 311,083
CUW242		Joint	\$ 311,548	\$ 22,741	\$	\$ 363,823		\$ 255,040
CUW242	Demolition of Unsafe Structures	Joint	\$ 315	\$ -	\$	\$ 311,548		\$ 234,337
CUW261	Regional R&R - Storage	Joint	\$ 275,694	\$ 277,958	\$	\$ 315		\$ 221
CUW262	Regional R&R - Treatment	Joint	\$ 1,236,895	\$ 409,282	\$	\$ 275,694		\$ 388,110
CUW262		Joint	\$ 277,383	\$ -	\$	\$ 1,236,895		\$ 1,153,970
CUW262		Joint	\$ -	\$ -	\$	\$ 277,383		\$ 194,445

ATTACHMENT K-2
 WHOLESALE CUSTOMERS' SHARE OF THE BOOK VALUE OF REVENUE FUNDED CAPITAL EXPENDITURES
 PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES
 (Section 5.03)

[1] Project No.	[2] Project Description	[3] Rate Class	[4] CWIP as of 6/30/08	[5] FY 2008-09 Expenditures	[6] Reduction for O&A Funding	[7] CWIP as of 6/30/09	[8] Water Related CWIP	[9] Wholesale Share
CUW263	Regional R&R - Transmission	Joint	\$ 768,422	\$ 797,659		\$ 1,566,081		\$ 1,097,823
CUW360	PLANNING - WSTO Sunol Quarry Reservoirs	Joint	\$ 1,224,094	\$ -		\$ 1,224,094		\$ 858,090
CUW934	BOA/BAW/13/F2/SFWD-CONT PROJ-OPER FD	Joint	\$ 2,513	\$ -		\$ 2,513		\$ 1,762
	TOTAL REGIONAL WATER PROJECTS		\$ 313,100,517	\$ 84,802,574	\$ 379,397,925	\$ 18,505,166		\$ 12,972,171
	Less Projects to be Capitalized in FY2008-09					\$ 1,576,663		\$ 1,105,241
	ADJUSTED TOTAL REGIONAL WATER PROJECTS					\$ 16,928,503		\$ 11,866,881
2	Wholesale Direct							
	None							
8.	Hetch Hetchy Water & Power							
CUH703	Priest Reservoir By-pass	Joint	-	47,164		\$ 47,164	\$ 21,224	\$ 13,626
CUH762	SJPL Repairs	Water	53,616	255,011		\$ 308,627	\$ 308,627	\$ 198,139
CUH766	HH Security Improvements	Joint	164,478	261,601		\$ 426,079	\$ 191,736	\$ 123,094
CUH767	Power Transformers	Power	-	-		\$ -	\$ -	\$ -
CUH803	Street Lights	Power	-	-		\$ -	\$ -	\$ -
CUH804	HH Roads	Power	-	40,506		\$ 40,506	\$ -	\$ -
CUH829	HH SCADA	Joint	-	341,240		\$ 341,240	\$ 153,558	\$ 98,504
CUH842	Moccasin Cottages Renovations	Joint	-	-		\$ -	\$ -	\$ -
CUH846	Rew Moccasin Penstock	Power	543,073	-		\$ 543,073	\$ -	\$ -
CUH851	Turbine Generator Renovations	Power	111,755	926,254		\$ 1,038,009	\$ -	\$ -
CUH868	Moccasin Energy Absorber	Power	-	-		\$ -	\$ -	\$ -
CUH876	Moccasin Phone System	Joint	-	15,677		\$ 15,677	\$ 7,055	\$ 4,529
CUH878	O'Shaughnessy Discharge/Toulumne River Channel Impr.	Joint	31,953	168,076		\$ 200,029	\$ 90,013	\$ 57,788
CUH891	Metering Muni Load	Power	18	4,361		\$ 4,379	\$ -	\$ -
CUH893	Cherry/Eleanor Pump Upgrade	Power	-	17,012		\$ 17,012	\$ -	\$ -
CUH896	Street Lights	Power	9,294	568,794		\$ 578,088	\$ -	\$ -
CUH899	Canyon Tunnel Penstock	Power	6,210	21,804		\$ 28,014	\$ -	\$ -
CUH915	UG Assessment/Hunters Point	Power	961,755	1,668,663		\$ 2,630,418	\$ -	\$ -
CUH926	Pipe Purchase	Water	-	13,667		\$ 13,667	\$ 13,667	\$ 8,774
CUH931	Microwave Replacement	Joint	3,157,491	156,270		\$ 3,313,761	\$ 1,491,192	\$ 957,346
CUH932	HH SCADA	Joint	-	-		\$ -	\$ -	\$ -
CUH925	Distribution System	Power	446,419	309,797		\$ 756,216	\$ -	\$ -
CUH941	HHP SCADA Security & Control, East/O'Shaughnessy	Joint	1,433,974	246,948		\$ 1,680,922	\$ 756,415	\$ 485,618
CUH942	O'Shaughnessy Dam Discharge Needle Valves	Joint	-	-		\$ -	\$ -	\$ -
CUH943	Renewable Energy	Power	-	-		\$ -	\$ -	\$ -
CUH945	SJPL Crossovers	Water	-	-		\$ -	\$ -	\$ -
CUH946	Facility Maintenance	Joint	-	239		\$ 239	\$ 108	\$ 69
CUH947	Sustainable Energy Account	Power	441,226	1,838,396		\$ 2,279,622	\$ -	\$ -
CUH948	Facility Maintenance - Transmission Lines	Power	70,631	101,295		\$ 171,926	\$ -	\$ -
CUH949	POW Maintenance	Power	-	-		\$ -	\$ -	\$ -
CUH950	HHP/KPH/MPH	Power	1,236,853	1,167,621		\$ 2,404,474	\$ -	\$ -
CUH955	Solar Monitoring	Power	222	-		\$ 222	\$ -	\$ -
CUH956	Facility Maintenance - Gate Valves	Water	275,213	-		\$ 275,213	\$ 275,213	\$ 176,687
CUH957	Moccasin Cortison Control	Joint	48,023	110,986		\$ 159,009	\$ 71,554	\$ 45,938
CUH958	Generation Metering	Power	-	18,811		\$ 18,811	\$ -	\$ -
CUH959	Moccasin Reservoir Water Quality	Water	109,379	-		\$ 109,379	\$ 109,379	\$ 70,221
CUH960	Solar Power Project	Power	6,480	(5,333)		\$ 1,147	\$ -	\$ -
CUH961	MECA Solar	Power	-	26,369		\$ 26,369	\$ -	\$ -
CUH962	SF Electrical Reliability	Power	9,672,565	2,653		\$ 9,675,218	\$ -	\$ -
CUH964	Watershed Lan Purchase	Water	-	75,756		\$ 75,756	\$ 75,756	\$ 48,635
CUH966	MECA - Demand Reduction	Power	-	-		\$ -	\$ -	\$ -
CUH969	SFA SCADA	Power	-	-		\$ -	\$ -	\$ -
CUH971	Newaid - CCSF Transmission Project	Power	235,120	54,602		\$ 289,722	\$ -	\$ -
CUH972	Load Metering	Power	145,039	1,274		\$ 146,313	\$ -	\$ -
CUH973	Distribution Assessment	Power	-	-		\$ -	\$ -	\$ -
CUH975	Hetch Hetchy Water R&R	Water	52,613	516,524		\$ 569,137	\$ 569,137	\$ 365,386
CUH975	Hetch Hetchy Water R&R	Joint	999,854	887,854		\$ 1,887,718	\$ 849,473	\$ 545,362
CUH975	Hetch Hetchy Water R&R	Power	1,053,295	1,417,914		\$ 2,471,209	\$ -	\$ -
CUH976	KPH Rewind	Joint	770,839	1,049,878		\$ 1,820,717	\$ 819,323	\$ 526,005
CUH977	Facilities Maintenance - Water	Power	5,571	101,075		\$ 106,646	\$ -	\$ -
CUH978	Community Choice Aggregation	Power	1,926,977	532,011		\$ 2,458,988	\$ -	\$ -
CUH979	Hunters Point Distribution	Power	2,690	-		\$ 2,690	\$ -	\$ -
CUH981	Shore Power for Cruise Ships	Power	15,262	-		\$ 15,262	\$ -	\$ -
CUH986	SEA - Energy Efficiency	Joint	-	4,105		\$ 4,105	\$ 1,847	\$ 1,186
CUW687	525 Golden Gate	Joint	-	3,882		\$ 3,882	\$ 1,747	\$ 1,122
CUH004	Auto Maintenance	Power	-	66,107		\$ 66,107	\$ -	\$ -
PUH501	SF Environment Energy/Green Power	Joint	-	-		\$ -	\$ -	\$ -
PYEAES	Youth Employment	Joint	-	-		\$ -	\$ -	\$ -
	TOTAL HHWP PROJECTS		23,987,888	12,964,974		36,952,862	5,807,023	3,728,109
C	TOTAL COMBINED WATER AND HHWP		\$ 337,088,405	\$ 97,767,548	\$ 379,397,925	\$ 55,458,028		\$ 15,594,990

Notes
 1. 6/30/08 CWIP per FAMIS
 2. FY 2008-09 Expenditures posted through 3/20/09 per FAMIS
 3. Wholesale share of CWIP 70.1% (see Note 5 Attachment K-1)
 4. Water Related HHWP CWIP includes 100% of Water and 45% of Joint
 5. Wholesale share of CWIP 64.2% (see Note 5 Attachment K-1)
 6. Fund 2A expenditures are funded by Series 2006A bond proceeds, proceeds of commercial paper redeemed from 2006A proceeds and earnings on such proceeds, as applicable.

ATTACHMENT K-3
 25 YEAR PAYOFF SCHEDULE FOR EXISTING RATE BASE
 WATER ENTERPRISE REGIONAL ASSETS AND ONE DIRECT WHOLESALE ASSET
 PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES
 (Section 5.03)

6/30/09 Wholesale Share of Net Plant & CWIP (Attachment K-1)	<u>Water Assets</u> 338,452,207
Interest Rate:	5.13%
Term:	25
Monthly Principal & Interest Calculation:	2,004,277
Annual Wholesale Revenue Requirement:	24,051,326

Fiscal Yr Ending	Principal	Interest	Annual Payment (Wtr)	Year End Balance
Jun-10	6,848,259	17,203,067	24,051,326	331,603,948
Jun-11	7,207,954	16,843,372	24,051,326	324,395,994
Jun-12	7,586,541	16,464,785	24,051,326	316,809,453
Jun-13	7,985,013	16,066,313	24,051,326	308,824,439
Jun-14	8,404,415	15,646,911	24,051,326	300,420,024
Jun-15	8,845,844	15,205,482	24,051,326	291,574,180
Jun-16	9,310,459	14,740,867	24,051,326	282,263,721
Jun-17	9,799,478	14,251,848	24,051,326	272,464,243
Jun-18	10,314,181	13,737,145	24,051,326	262,150,062
Jun-19	10,855,919	13,195,407	24,051,326	251,294,143
Jun-20	11,426,110	12,625,216	24,051,326	239,868,033
Jun-21	12,026,250	12,025,076	24,051,326	227,841,784
Jun-22	12,657,911	11,393,415	24,051,326	215,183,873
Jun-23	13,322,749	10,728,577	24,051,326	201,861,123
Jun-24	14,022,507	10,028,819	24,051,326	187,838,616
Jun-25	14,759,019	9,292,307	24,051,326	173,079,597
Jun-26	15,534,215	8,517,111	24,051,326	157,545,382
Jun-27	16,350,127	7,701,199	24,051,326	141,195,254
Jun-28	17,208,894	6,842,432	24,051,326	123,986,361
Jun-29	18,112,766	5,938,560	24,051,326	105,873,594
Jun-30	19,064,113	4,987,213	24,051,326	86,809,482
Jun-31	20,065,428	3,985,898	24,051,326	66,744,054
Jun-32	21,119,335	2,931,991	24,051,326	45,624,719
Jun-33	22,228,597	1,822,729	24,051,326	23,396,122
Jun-34	23,396,122	655,204	24,051,326	0
Totals:	338,452,207	262,830,943	601,283,150	

ATTACHMENT K-4
 25 YEAR PAYOFF SCHEDULE FOR EXISTING RATE BASE
 HETCH HETCHY WATER ASSETS AND WATER-RELATED PORTION OF JOINT ASSETS
 PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES
 (Section 5.03)

6/30/09 Wholesale Share of Net Plant & CWIP (Attachment K-1)	<u>Hetch Hetchy</u> 43,877,206
Interest Rate:	5.13%
Term:	25
Monthly Principal & Interest Calculation:	259,836
Annual Wholesale Revenue Requirement:	3,118,033

Fiscal Yr Ending	Principal	Interest	Annual Payment (HH)	Year End Balance
Jun-10	887,814	2,230,219	3,118,033	42,989,393
Jun-11	934,445	2,183,588	3,118,033	42,054,948
Jun-12	983,525	2,134,507	3,118,033	41,071,423
Jun-13	1,035,183	2,082,849	3,118,033	40,036,239
Jun-14	1,089,555	2,028,478	3,118,033	38,946,685
Jun-15	1,146,782	1,971,250	3,118,033	37,799,903
Jun-16	1,207,015	1,911,017	3,118,033	36,592,887
Jun-17	1,270,412	1,847,621	3,118,033	35,322,475
Jun-18	1,337,138	1,780,894	3,118,033	33,985,337
Jun-19	1,407,370	1,710,663	3,118,033	32,577,967
Jun-20	1,481,290	1,636,743	3,118,033	31,096,678
Jun-21	1,559,092	1,558,940	3,118,033	29,537,585
Jun-22	1,640,981	1,477,051	3,118,033	27,896,604
Jun-23	1,727,172	1,390,861	3,118,033	26,169,432
Jun-24	1,817,889	1,300,144	3,118,033	24,351,544
Jun-25	1,913,371	1,204,662	3,118,033	22,438,173
Jun-26	2,013,868	1,104,165	3,118,033	20,424,305
Jun-27	2,119,643	998,389	3,118,033	18,304,662
Jun-28	2,230,974	887,058	3,118,033	16,073,688
Jun-29	2,348,153	769,880	3,118,033	13,725,535
Jun-30	2,471,486	646,546	3,118,033	11,254,048
Jun-31	2,601,298	516,735	3,118,033	8,652,751
Jun-32	2,737,927	380,106	3,118,033	5,914,824
Jun-33	2,881,733	236,300	3,118,033	3,033,091
Jun-34	3,033,091	84,941	3,118,033	0
	43,877,206	34,073,607	77,950,813	

ATTACHMENT K-5
 UNEXPENDED APPROPRIATIONS FOR REVENUE-FUNDED REGIONAL ASSETS
 CONSTRUCTION WORK IN PROGRESS AS OF MARCH 30, 2009
 (Section 5.04)

Project	Project Title	Fund Type	Subfund	Classification	Appropriation	YTD Expenditures	PTD Expenditures	Encumbrances	Available Balances	Notes
<u>Water Assets</u>										
CUW257	WATERSHED PROTECTION	5W	AAAACP	REGIONAL	1,448,720	29,653	413,529	141,643	893,548	
CUW250	WATERSHED TRAILS&RECREATION IMPROV	5W	AAAACP	REGIONAL	387,639	9,431	112,689	6,675	268,275	
CUW261	REGIONAL WATER STORAGE RNR - BUDGET	5W	AAAACP	REGIONAL	1,750,000	250,970	526,664	26,687	1,196,648	Annual R&R
CUW242	DEMOLITION UNSAFE STRUCTURES	5W	AAAACP	REGIONAL	1,000,000	22,647	407,820	21,524	570,656	
CUW263	CONVEYANCE/TRANSMISSION - BUDGET	5W	AAAACP	REGIONAL	7,825,000	763,603	3,378,543	125,990	4,320,466	Annual R&R
CUW264	WATERSHED ROADS - BUDGET	5W	AAAACP	REGIONAL	3,000,000	77,074	1,391,500	162,401	1,446,099	Annual R&R
CUW262	TREATMENT FACSWQ IMPROVE-BUDGET	5W	AAAACP	REGIONAL	4,801,000	399,073	2,704,204	349,016	1,747,780	Annual R&R
CUW168	ALAMEDA CREEK FISH RELEASE	5W	AAAACP	REGIONAL	1,537,398	46,624	1,040,919	152,647	343,832	
CUW231	MILLBRAE LAB CAPITAL IMPROVEMENTS	5W	AAAACP	REGIONAL	770,000	19,119	532,135	0	237,865	
CUW227	WATERSHED FENCES/FACILITES	5W	AAAACP	REGIONAL	3,000,000	206,222	2,223,776	581,926	194,298	
CUW253	FACILITIES SECURITY PROJECT	5W	AAAACP	REGIONAL	6,300,000	73,048	4,146,944	113,124	1,039,931	
CUW210	MILLBRAE ADMIN BLDG INTERIM REMODEL	5W	AAAACP	REGIONAL	2,407,700	284,902	1,935,204	160	472,337	
CUW228	WATERSHED ROADS RECONSTRUCTION	5W	AAAACP	REGIONAL	5,170,000	82,992	4,413,061	18,598	738,340	
CUW202	SAN ANTONIO PIPELINE EMERGENCY REPA	5W	AAAACP	REGIONAL	1,400,000	6,012	1,269,190	61,727	69,083	
CUW148	ENVIRONMENTAL & REGULATORY COMP	5W	AAAACP	REGIONAL	3,241,279	0	3,014,895	184,774	41,510	
CUW135	NEW LINE & BYPASS VALVES	5W	AAAACP	REGIONAL	4,829,680	2,103	4,689,067	0	140,613	
CUW143	HETCH HETCHY WATER TREATMENT PLAN	5W	AAAACP	REGIONAL	18,821,529	0	18,452,053	47,947	321,529	
CUW161	TREATMENT FACILITIES IMPROVEMENTS	5W	AAAACP	REGIONAL	15,028,319	334	14,747,873	0	280,446	
CUW241	FACILITIES MAINT SUPPORT STRUCTURES	5W	AAAACP	REGIONAL	5,000,000	8,390	4,988,882	0	11,118	
CUW392	PROGRAM MANAGEMENT SERVICES - WSIF	5W	AAAACP	LOCAL/REGIONAL	1,837,000	(98,519)	751,659	71,973	1,013,365	
CUW127	INST SCADA SYSTEM	5W	AAAACP	LOCAL/REGIONAL	13,156,681	2,481,274	8,653,641	0	4,503,040	
CUW710	OCIP PROJECT CONTROL	5W	AAAACP	LOCAL/REGIONAL	2,497,881	235,706	2,496,959	0	922	
	TOTAL ALL PROJECTS				104,209,826	4,900,661	82,291,307	2,066,813	19,851,706	
	LOCAL PROJECTS			LOCAL	0	0	0	0	0	
	JOINT LOCAL AND REGIONAL PROJECTS			LOCAL/REGIONAL	17,491,562	2,618,462	11,902,259	71,973	5,517,330	
	REGIONAL PROJECTS			REGIONAL	86,718,264	2,282,199	70,389,048	1,994,840	14,334,376	
	TOTAL ALL PROJECTS				104,209,826	4,900,661	82,291,307	2,066,813	19,851,706	
<u>Hetchy Hetchy Assets</u>										
CUH975	WATER INFRASTRUCTURE - BUDGET	5T	AAAACP	WATER	9,000,000	1,534,488	2,808,592	3,565,023	2,628,365	
CUH964	WATERSHED PROPERTY PURCHASES	5T	AAAACP	WATER	800,000	75,756	454,756	0	345,244	
CUH957	FAC MAINTENANCE-WATER TRANSPORTAT	5T	AAAACP	WATER	3,400,000	110,986	2,985,394	209,138	305,469	
CUH703	PRIEST RESERVOIR DIVERSION CHANNEL	5T	AAAACP	WATER	21,210,344	47,164	20,166,993	0	1,043,351	
CUH926	PIPELINE PURCHASE REPLACEMENT PIPE	5T	AAAACP	WATER	159,860	13,667	157,489	0	2,371	
CUH762	SAN JOAQUIN PIPELINE REPAIRS	5T	AAAACP	WATER	41,469,206	255,011	41,215,761	134,652	118,792	
CUW687	625 GOLDEN GATE	5T	AAAACP	JOINT	280,600	4,105	26,437	0	254,163	
CUH977	FACILITIES MAINTENANCE - BUDGET	5T	AAAACP	JOINT	9,300,000	1,049,878	3,578,478	803,231	4,918,290	
CUH931	HH MICROWAVE REPLACEMENT	5T	AAAACP	JOINT	4,767,000	156,270	3,313,761	1,227,242	225,997	
CUH941	HH SCADA SECURITY & CONTROL, EAST	5T	AAAACP	JOINT	2,068,190	246,948	1,680,922	256,198	131,060	
CUH804	HETCH-HETCHY ROADS REBUILDING	5T	AAAACP	JOINT	4,175,027	341,240	3,544,483	113,314	517,230	
CUH766	HETCHY FACILITIES SECURITY IMPROV.	5T	AAAACP	JOINT	2,086,692	261,601	1,960,386	62,470	83,836	
CUH876	MOCCASIN PHONE SYSTEM	5T	AAAACP	JOINT	1,610,000	15,677	1,528,780	0	81,220	
CUH878	O'SHAUGENESSY DIS.REPAIRS	5T	AAAACP	JOINT	7,179,009	33,750	7,101,944	9,297	68,068	
CUH810	VARIOUS OLD JOB	5T	AAAACP	JOINT	7,613,638	18,690	7,536,034	1,561	74,044	
CUH946	FAC MAINTENANCE-SUPPORT STRUCTURE	5T	AAAACP	JOINT	2,261,454	239	2,273,485	0	7,969	
CUH949	RIGHT OF WAY MAINTENANCE	5T	AAAACP	JOINT	815,000	0	814,208	166	626	
	TOTAL ALL PROJECTS				118,216,010	4,165,470	101,047,602	6,382,292	10,786,117	
	POWER PROJECTS			POWER	0	0	0	0	0	
	WATER PROJECTS			WATER	76,039,410	2,037,072	67,666,995	3,908,812	4,443,513	
	JOINT PROJECTS			JOINT	42,176,600	2,128,397	33,360,617	2,473,480	6,342,504	
	TOTAL ALL PROJECTS				118,216,010	4,165,470	101,047,602	6,382,292	10,786,117	

ATTACHMENT L-1
IDENTIFICATION OF WSIP PROJECTS AS REGIONAL/RETAIL
(Section 5.04)

Project Number	REGIONAL	Project Description
San Joaquin Region		
CUW373	Regional	San Joaquin Pipeline System Rehabilitation
CUW384	Regional	Tesla Advance Disinfection
CUW387	Regional	Tesla Portal Disinfection
Sunol Valley Region		
CUW352	Regional	Alameda Creek Fishery Enhancement
CUW355	Regional	Stand-by Power - Various Locations
CUW359	Regional	New Irvington Tunnel/Alameda Siphon No. 4
CUW370	Regional	Pipeline Readiness Improvements
CUW374	Regional	Calaveras Dam Replacement
CUW381	Regional	SVWTP 40 mgd Addition
CUW382	Regional	SVWTP Finished Water Reservoir
CUW386	Regional	San Antonio Pump Station Upgrade
Bay Division Region		
CUW353	Regional	Seismic Upgrade BDPL 3 & 4
CUW363	Regional	SCADA Phase II/Security Upgrades
CUW368	Regional	BDPL Reliability Upgrades
CUW380	Regional	BDPL 3 & 4 Crossover
CUW389	Regional	EBMUD Intertie
CUW393	Regional	BDPL 4 Slipline
Peninsula Region		
CUW354	Regional	Lower Crystal Springs Dam Improvement
CUW356	Regional	Crystal Springs Bypass Tunnel
CUW357	Regional	Adit Leak Repairs
CUW361	Regional	Pulgas Balancing Reservoir Rehabilitation and Improvements
CUW365	Regional	Cross Connection Control
CUW366	Regional	HTWTP Short Term Improvements
CUW367	Regional	HTWTP Long Term Improvements
CUW369	Regional	Capuchino Valve Lot Improvements
CUW371	Regional	Crystal Springs/San Andreas Transmission
CUW378	Regional	Crystal Springs Pipeline 2 Replacement
CUW379	Regional	San Andreas Pipeline 3 Installation
CUW390	Regional	Desalination
CUW391	Regional	Baden & San Pedro Valve Lots Improvements

ATTACHMENT L-1
IDENTIFICATION OF WSIP PROJECTS AS REGIONAL/RETAIL
(Section 5.04)

Project Number		Project Description
San Francisco Region		
CUW358	Regional	Sunset Reservoir Upgrades - North Basin
CUW372	Regional	University Mound Reservoir Upgrades - North Basin
System-Wide		
CUW388	Regional	PEIR
CUW392	Regional	Program Management Services
CUW394	Regional	Watershed Land Acquisition
RETAIL		
Reservoirs		
CUW307	Local	Summit Reservoir Rehabilitation
CUW310	Local	New Northwest Reservoir
CUW319	Local	Hunters Point Reservoir Rehabilitation
CUW334	Local	Stanford Heights Reservoir Rehabilitation
CUW335	Local	Potrero Heights Reservoir Rehabilitation
CUW337	Local	Sutro Reservoir Rehabilitation
Pump Stations/Tanks		
CUW306	Local	Crocker Amazon Pump Station Upgrade
CUW309	Local	Lake Merced Pump Station Upgrade
CUW314	Local	La Grande Tank Upgrade
CUW316	Local	Forest Hill Tank Rehabilitation
CUW320	Local	Forest Hill Pump Station Upgrade
CUW321	Local	Forest Knoll Pump Station Upgrade
CUW322	Local	Lincoln Park Pump Station Upgrade
CUW323	Local	Alemany Pump Station Upgrade
CUW324	Local	Mount Davidson Pump Station Upgrade
CUW326	Local	Palo Alto Pump Station Upgrade
CUW326	Local	Sktview-AquaVista Pump Station Upgrade
CUW327	Local	Summit Pump Station Upgrade
CUW328	Local	McLaren #1 Tank Rehabilitation
CUW329	Local	Potrero Heights Tank Seismic Upgrade
CUW330	Local	Forest Knoll Tank Seismic Upgrade
CUW331	Local	Lincoln Park Tank Seismic Upgrade
CUW332	Local	McLaren #2 Tank Rehabilitation
CUW333	Local	Mount Davidson Tank Seismic Upgrade
CUW338	Local	La Grande Pump Station Upgrade
CUW339	Local	Potrero Heights Pump Station Upgrade
CUW340	Local	Vista Francisco Pump Station Upgrade

**ATTACHMENT L-1
IDENTIFICATION OF WSIP PROJECTS AS REGIONAL/RETAIL
(Section 5.04)**

Project Number	Project Description
Pipelines/Valves	
CUW304 Local	North University Mound System Upgrade
CUW308 Local	Motorize Key Valves
CUW311 Local	Sunset Circulation Improvements
CUW312 Local	Lincoln Way Transmission Line
CUW313 Local	Noe Valley Transmission Main, Phase 2
CUW315 Local	East/West Transmission Main
CUW316 Local	Fulton @ Sixthe Ave Main Replacement
Water Supply/Water Quality	
CUW301 Local	Groundwater
CUW302 Local	Recycled Water
CUW364 Local	Lawrence-Livermore National Laboratory Water Quality Improvements
Miscellaneous	
CUW303 Local	Vehicle Service Facility Upgrade
CUW305 Local	Fire Protection at CCD

03/13/06

\$507,815,000
PUBLIC UTILITIES COMMISSION
OF THE CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO WATER REVENUE BONDS, 2006-SERIES A

\$110,065,000
PUBLIC UTILITIES COMMISSION
OF THE CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO WATER REVENUE BONDS, 2006 REFUNDING SERIES B

CERTIFICATE REGARDING USE OF PROCEEDS

The undersigned hereby states and certifies as follows:

(i) The undersigned is the General Manager of the Public Utilities Commission of the City and County of San Francisco (the "Commission"), and is authorized to execute this certificate on behalf of the Commission and is knowledgeable with respect to the matters set forth herein.

(ii) On the date hereof, the Commission is issuing the two series of bonds captioned above (the "2006 Series A Bonds," the "2006 Refunding Series B Bonds" and, together, the "Bonds") pursuant to an Amended and Restated Indenture dated as of August 1, 2002 and the First Supplemental Indenture dated as of March 1, 2006 (collectively, the "Indenture"), both by and between the Commission and U.S. Bank National Association, as trustee (the "Trustee").

(iii) The Trustee will transfer and deposit the proceeds of the 2006 Series A Bonds received by the Trustee on the date hereof as follows:

(1) \$48,212,528.32 will be deposited in the 2006 Series A Capitalized Interest Account established within the Interest Fund;

(2) \$15,958,031.25 will be deposited in the 2006 Series A Reserve Account of the Bond Reserve Fund;

(3) \$623,906.09 will be deposited in the 2006 Series A Costs of Issuance Fund;

(4) \$120,622,352.19 will be deposited in the 2006 Series A Refunding Fund and transferred pursuant to Irrevocable Refunding Instructions of the Commission dated the date hereof; and

(5) the remaining \$338,600,816.86 will be transferred to the Treasurer for deposit to the 2006 Series A Project Fund.

(iv) The proceeds of the 2006 Series A Bonds transferred pursuant to the Irrevocable Refunding Instructions of the Commission will be used to defease and refund the Commission's Commercial Paper Notes (Water Series) on a current basis. The Notes were issued to finance a portion of the facilities described in Exhibit A hereto.

(v) The proceeds of the Bonds deposited in the 2006 Series A Project Fund will be used to finance a portion of the facilities described in Exhibit A hereto.

(vi) The Trustee will transfer and deposit the proceeds of the 2006 Refunding Series B Bonds received by the Trustee on the date hereof as follows:

(1) \$192,498.04 will be deposited in the 2006 Refunding Series B Costs of Issuance Fund; and

(2) \$111,178,241.95 will be deposited in the 2006 Refunding Series B Refunding Fund.

(vii) The proceeds of the Bonds deposited in the 2006 Refunding Series B Refunding Fund, together with amounts on deposit in the funds and accounts established under the Indenture for the Commission's San Francisco Water Revenue Bonds, 1996 Series A (the "1996 Series A Bonds") and its San Francisco Water Revenue Bonds, 2001 Series A (the "2001 Series A Bonds"), will be used to refund on an advance basis a portion of the outstanding 1996 Series A Bonds and a portion of the outstanding 2001 Series A Bonds. The portion of the 1996 Series A Bonds being refunded were issued to finance the facilities (the "1996 Project") described in Exhibit B hereto, and the portion of the 2001 Series A Bonds being refunded were used to finance the facilities (the "2001 Project") described in Exhibit B hereto.

(viii) Exhibit C hereto attached describes (A) each use to be made by any person of the Project, the 1996 Project and the 2001 Project other than use by the Commission and other non-federal governmental units and other than use by members of the public generally, and (B) payments (if any) directly or indirectly in respect of such use which are to be made after the date hereof;

(ix) Other than as set forth in Exhibit A and Exhibit B, no portion of the proceeds of the Bonds will be used, directly or indirectly, to make or finance a loan to any person (other than a State or local government unit) or to acquire property which will be sold or leased to any person (other than a State or local government unit) on an installment a sale basis except as referenced in Exhibit C.

(x) The Commission expects to use the Project for the purposes referenced and discussed in Exhibit A, Exhibit B, Exhibit C and Exhibit D or for other governmental purposes of the Commission during the entire term of the Bonds.

(xi) Set forth on Exhibit D is the Commission's methodology for determining governmental use and private use with respect to the water enterprise.

(xii) To the best knowledge of the undersigned, the above statements are reasonable and there are no other facts, estimates or circumstances, other than those set forth herein, that would materially affect the statements made herein.

Capitalized terms used but not defined herein have the meanings set forth in the Indenture.

IN WITNESS WHEREOF, I have hereunto set my name this 15th day of March, 2006.

PUBLIC UTILITIES COMMISSION OF THE
CITY AND COUNTY OF SAN FRANCISCO

By: 
General Manager

ATTACHMENT L-2 (CONTINUED)
WATER ENTERPRISE REVENUE BOND 2006 SERIES A
SUMMARY OF SOURCES AND USES OF FUNDS
(Section 5.04)

Source: Closing Documents (Certificate Regarding Use of Proceeds)

Proceeds	
Principal	507,815,000.00
Plus Premium	19,109,138.35
Minus Underwriter's Discount	(932,940.06)
Minus Insurance	<u>(1,973,563.58)</u>
Net Proceeds	524,017,634.71
Use of Proceeds	
Capitalized Interest Fund	48,212,528.32
Bond Reserve Fund	15,958,031.25
Insurance Fund	623,906.09
Series A Refunding Fund	120,622,352.19
Series A Project Fund	<u>338,600,816.86</u>
Total Uses	459,223,169.05 524,017,634.71

	Commercial Paper	Project Fund	Total
Hetch Hetchy			
Tesla Portal Disinfection	251,262.58	1,147,302.42	1,398,565.00
Advance Disinfection	429,714.76	5,611,554.24	6,041,269.00
SJPL	<u>4,737,937.28</u>	<u>17,784,667.72</u>	<u>22,522,605.00</u>
Total Hetch Hetchy	5,418,914.62	24,543,524.38	29,962,439.00
SF Regional			
University Mound - North	55,728.10	5,964,279.90	6,020,008.00
Sunset - North	7,525,896.84	28,782,094.16	36,307,991.00
Groundwater	3,400,973.67	2,963,110.33	6,364,084.00
Recycled Water	<u>1,548,036.76</u>	<u>11,316,958.24</u>	<u>12,864,995.00</u>
Total SF Regional	12,530,635.37	49,026,442.63	61,557,078.00
SF Local	45,405,787.71	106,407,313.30	151,813,101.01
Sunol Valley Subregional			
Calaveras Dam	9,065,945.51	15,993,818.49	25,059,764.00
Stand-by Power	556,398.67	1,207,319.33	1,763,718.00
Pipeline Readiness	649,566.31	4,942,205.69	5,591,772.00
SAPS Upgrade	213,423.44	1,748,134.56	1,961,558.00
SVWTP Finished Water Res	3,317,203.82	7,838,383.18	11,155,587.00
Irvington Tunnel	4,084,139.65	18,247,176.35	22,331,316.00
Alameda Creek Fishery	656,765.00	1,327,119.00	1,983,884.00
SVWTP 40 mgd Addition	<u>25,378.75</u>	<u>3,474,585.25</u>	<u>3,499,964.00</u>
Total Sunol Valley Subregional	18,568,821.15	54,778,741.85	73,347,563.00

ATTACHMENT L-2 (CONTINUED)
WATER ENTERPRISE REVENUE BOND 2006 SERIES A
SUMMARY OF SOURCES AND USES OF FUNDS
(Section 5.04)

Miscellaneous				
PEIR	3,204,177.44	5,103,872.56	8,308,050.00	
PPPCMS Services	2,964,786.31	10,358,811.69	13,323,598.00	
Watershed Land Acquisition		502,660.00	502,660.00	
Total Miscellaneous	6,168,963.75	15,965,344.25	22,134,308.00	
LLNL	133,156.60	282,702.40	415,859.00	
Bay Division Subregional				
Seismic Upgrade BDPL 3 & 4	4,758,306.54	16,481,539.46	21,239,846.00	
BDPL Reliability	4,360,664.44	40,874,800.56	45,235,465.00	
BDPL 3 & 4 Crossover	802,494.94	493,817.06	1,296,312.00	
SCADA Phase II	65,497.37	1,247,963.63	1,313,461.00	
EBMUD Intertie	6,668,906.37	4,075,015.63	10,743,922.00	
BDPL 4 Slipline		1,219,251.00	1,219,251.00	
Total Bay Division Subregional	16,655,869.66	64,392,387.34	81,048,257.00	
Peninsula Subregional				
Capuchino Valve Lot	162,584.69	753,779.31	916,364.00	
CS/SA Transmission	2,288,853.10	3,448,975.90	5,737,829.00	
Adit Leak Repair	255,334.99	1,650,368.01	1,905,703.00	
HTWTP Short Term	2,874,763.69	3,582,860.31	6,457,624.00	
Cross Connection Control	1,150,559.48	324,549.52	1,475,109.00	
CS Bypass Tunnel	2,873,475.22	15,532,584.78	18,406,060.00	
LCS Dam Improvement	931,587.07	3,278,932.93	4,210,520.00	
Pulgas Balancing Reservoir	1,218,341.39	2,706,284.61	3,924,626.00	
HTWTP Long Term	1,107,185.77	2,549,793.23	3,656,979.00	
Baden & San Pedro Valve Lots	60,203.48	2,963,540.52	3,023,744.00	
Total Peninsula Subregional	12,922,888.88	36,791,669.12	49,714,558.00	
San Francisco Subregional				
CSPL 2 Replacement	1,269,111.95	5,019,824.05	6,288,936.00	
SAPL 3	1,492,584.40	1,942,479.60	3,435,064.00	
Desalination	55,618.10	596,473.90	652,092.00	
Total San Francisco Subregional	2,817,314.45	7,558,777.55	10,376,092.00	
Grand Total	120,622,352.19	359,746,902.82	480,369,255.01	
Regional			328,140,295.00	68.31%
Local			152,228,960.01	31.69%
			480,369,255.01	

This certificate is for illustration only. It was prepared in 2006 and shown groundwater and recycled water projects as regional instead of local. In addition, it does not reflect expenditures for the portions of regional assets which in rate base as of June 30, 2008 nor what is expected to be added to rate base through June 30, 2009. For these reasons, the percentages shown for regional and local projects are not accurate.

ATTACHMENT L-3
 WATER ENTERPRISE REVENUE BOND 2006 SERIES A
 ANNUAL REPORT ON EXPENDITURES OF AND EARNINGS ON PROCEEDS
 AS OF JUNE 30, 2009
 (Section 5.04 A)

Project Number	Project Description	Net Financing Proceeds ¹	Appropriated Interest Earnings ²	Adjusted Project Funding	Expenditures Thru 6/30/09 ¹	Remaining Balance
REGIONAL PROGRAM						
San Joaquin Region						
CUW373	Regional San Joaquin Pipeline System Rehabilitation	1,398,565				
CUW384	Regional Tesla Advance Disinfection	5,041,269				
CUW387	Regional Tesla Portal Disinfection	22,522,605				
	Total San Joaquin Region	29,962,439				
Sunol Valley Region						
CUW352	Regional Alameda Creek Fishery Enhancement	1,983,824				
CUW355	Regional Stand-by Power - Various Locations	1,763,718				
CUW359	Regional New Irvington Tunnel/Alameda Siphon No. 4	22,331,316				
CUW370	Regional Pipeline Readiness Improvements	5,591,772				
CUW374	Regional Calaveras Dam Replacement	25,059,764				
CUW381	Regional SVWTP 40 mgd Addition	3,499,964				
CUW382	Regional SVWTP Finished Water Reservoir	11,155,587				
CUW386	Regional San Antonio Pump Station Upgrade	1,961,558				
	Total Sunol Valley Region	73,347,563				
Bay Division Region						
CUW353	Regional Seismic Upgrade BDPL 3 & 4	21,234,846				
CUW363	Regional SCADA Phase II/Security Upgrades	1,313,461				
CUW368	Regional BDPL Reliability Upgrades	45,235,465				
CUW380	Regional BDPL 3 & 4 Crossover	21,239,846				
CUW389	Regional EBMUD Intertie	10,743,922				
CUW393	Regional BDPL 4 Siphon	1,219,251				
	Total Bay Division Region	100,966,791				
Peninsula Region						
CUW354	Regional Lower Crystal Springs Dam Improvement	4,210,520				
CUW356	Regional Crystal Springs Bypass Tunnel	10,416,650				
CUW357	Regional Adit Leak Repairs	1,955,703				
CUW361	Regional Pulgas Balancing Reservoir Rehabilitation and Improvements	9,924,626				
CUW365	Regional Cross Connection Control	5,475,109				
CUW366	Regional HTWTP Short Term Improvements	6,457,624				
CUW367	Regional HTWTP Long Term Improvements	3,656,979				
CUW369	Regional Capuchino Valve Lot Improvements	916,364				
CUW371	Regional Crystal Springs/San Andreas Transmission	5,737,829				
CUW378	Regional Crystal Springs Pipeline 2 Replacement	6,288,936				
CUW379	Regional San Andreas Pipeline 3 Installation	3,435,084				
CUW390	Regional Desalination	652,092				
CUW391	Regional Baden & San Pedro Valve Lots Improvements	3,023,744				
	Total Peninsula Region	60,090,650				
San Francisco Region						
CUW358	Regional Sunset Reservoir Upgrades - North Basin	6,020,008				
CUW372	Regional University Mound Reservoir Upgrades - North Basin	36,307,991				
	Total San Francisco Region	42,327,999				
System-Wide						
CUW388	Regional PEIR	4,308,050				
CUW392	Regional Program Management Services	13,323,598				
CUW394	Regional Watershed Land Acquisition	502,660				
	Total System-Wide	22,134,308				
	Total Regional Program	328,849,750				
LOCAL PROGRAM						
Reservoirs						
CUW307	Local Summit Reservoir Rehabilitation					
CUW310	Local New Northwest Reservoir					
CUW319	Local Hunters Point Reservoir Rehabilitation					
CUW334	Local Stanford Heights Reservoir Rehabilitation					
CUW335	Local Potrero Heights Reservoir Rehabilitation					
CUW337	Local Sutro Reservoir Rehabilitation					
	Total Reservoirs					
Pump Stations/Tanks						
CUW306	Local Crocker Amazon Pump Station Upgrade					
CUW309	Local Lake Merced Pump Station Upgrade					
CUW314	Local La Grande Tank Upgrade					
CUW318	Local Forest Hill Tank Rehabilitation					
CUW320	Local Forest Hill Pump Station Upgrade					
CUW321	Local Forest Knoll Pump Station Upgrade					
CUW322	Local Lincoln Park Pump Station Upgrade					
CUW323	Local Alemany Pump Station Upgrade					
CUW324	Local Mount Davidson Pump Station Upgrade					

ILLUSTRATIVE ONLY DRAFT

WATER ENTERPRISE REVENUE BOND 2006 SERIES A
 ANNUAL REPORT ON EXPENDITURES OF AND EARNINGS ON PROCEEDS
 AS OF JUNE 30, 2009
 (Section 5.04 A)

Project Number		Project Description	Net Financing Proceeds ¹	Appropriated Interest Earnings ²	Adjusted Project Funding	Expenditures Thru 6/30/09 ³	Remaining Balance
CUW326	Local	Palo Alto Pump Station Upgrade					
CUW326	Local	Sktview-AquaVista Pump Station Upgrade					
CUW327	Local	Summit Pump Station Upgrade					
CUW328	Local	McLaren #1 Tank Rehabilitation					
CUW329	Local	Potrero Heights Tank Seismic Upgrade					
CUW330	Local	Forest Knoll Tank Seismic Upgrade					
CUW331	Local	Lincoln Park Tank Seismic Upgrade					
CUW332	Local	McLaren #2 Tank Rehabilitation					
CUW333	Local	Mount Davidson Tank Seismic Upgrade					
CUW338	Local	La Grande Pump Station Upgrade					
CUW339	Local	Potrero Heights Pump Station Upgrade					
CUW340	Local	Vista Francisco Pump Station Upgrade					
		Total Pump Stations/Tanks					
		Pipelines/Valves:					
CUW304	Local	North University Mound System Upgrade					
CUW308	Local	Motorize Key Valves					
CUW311	Local	Sunset Circulation Improvements					
CUW312	Local	Lincoln Way Transmission Line					
CUW313	Local	Noe Valley Transmission Main, Phase 2					
CUW315	Local	East/West Transmission Main					
CUW316	Local	Fulton @ Sixth Ave Main Replacement					
		Total Pipelines/Valves					
		Water Supply/Water Quality					
CUW301	Local	Groundwater					
CUW302	Local	Recycled Water					
CUW364	Local	Lawrence-Livermore National Laboratory Water Quality Improvements					
		Total Water Supply/Water Quality					
		Miscellaneous					
CUW303	Local	Vehicle Service Facility Upgrade					
CUW305	Local	Fire Protection at CCD					
		Total Miscellaneous					
		Total Local Program					
		Grand Total Regional and Local Programs					
		Unappropriated Interest Earnings					
		Percent of Net Proceeds¹					
		Percent of Net Proceeds and Earnings⁴					

ILLUSTRATION ONLY DRAFT

¹Net financing proceeds available on date of issue (i.e. deposit to project fund)
²Cumulative net of arbitrage rebate liability
³Cumulative
⁴If financing sources substantially expended, proceed allocations are then fixed

REVENUE-FUNDED CAPITAL ADDITIONS (Section 5.04.B)
 Subfund: 5W CPF WCF - Wholesale Customer Capital Fund (Water)

Projected FAMIS as of July 1, 2009 (Day 1 of New Budget Year)

		A	B	C	D	E	F	G=C-D-F	H	I=G-H
		Wholesale Customer Capital Fund (5W CPF WCF)								
Based on Proportionate Annual Water Deliveries of ...		68.7%								
Project Title	FY 2009-10 Approved Budget* - Total Regional	FY 2009-10 Approved Budget - WHOLESALE SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2010	Projected Surplus / (Shortfall)	
CUW262 Regional Water RnR - Treatment Facilities	\$ 1,000,000	\$ 687,000	\$ 687,000	\$ -	\$ -	\$ -	\$ 687,000	\$ 229,000	\$ 458,000	
CUW263 Regional Water RnR - Conveyance/Transmission Systems	\$ 7,000,000	\$ 4,809,000	\$ 4,809,000	\$ -	\$ -	\$ -	\$ 4,809,000	\$ 1,603,000	\$ 3,206,000	
CUW264 Regional Water - Watersheds / ROW Management	\$ 500,000	\$ 343,500	\$ 343,500	\$ -	\$ -	\$ -	\$ 343,500	\$ 114,000	\$ 229,500	
FUW100 Regional Water - Facilities Maintenance	\$ 3,700,000	\$ 2,541,900	\$ 2,541,900	\$ -	\$ -	\$ -	\$ 2,541,900	\$ 847,000	\$ 1,694,900	
CUW261 Regional Water - Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Regional Total	\$ 12,200,000	\$ 8,381,400	\$ 8,381,400	\$ -	\$ -	\$ -	\$ 8,381,400	\$ 2,793,000	\$ 5,588,400	

Source: * SFPUC Commission Approved Budget, February 2009, Same Format
 ^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials

REVENUE-FUNDED CAPITAL ADDITIONS (Section 5.04.B)
 Subfund: 5W CPF WCF - Wholesale Customer Capital Fund (Water)

Projected FAMIS as of June 30, 2010 (Last Day of Budget Year)

		Wholesale Customer Capital Fund (5W CPF WCF)								
Based on Proportionate Annual Water Deliveries of ...		68.7%								
Project Title	FY 2009-10 Approved Budget* - Total Regional	FY 2009-10 Approved Budget - WHOLESALE SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2011	Projected Surplus / (Shortfall)	
CUW262 Regional Water RnR - Treatment Facilities	\$ 1,000,000	\$ 687,000	\$ 687,000	\$ 235,000	\$ 235,000	\$ -	\$ 452,000	\$ 409,000	\$ 43,000	
CUW263 Regional Water RnR - Conveyance/Transmission Systems	\$ 7,000,000	\$ 4,809,000	\$ 4,809,000	\$ 1,395,000	\$ 1,395,000	\$ 25,000	\$ 3,389,000	\$ 1,589,000	\$ 1,800,000	
CUW264 Regional Water - Watersheds / ROW Management	\$ 500,000	\$ 343,500	\$ 343,500	\$ 115,000	\$ 115,000	\$ 50,000	\$ 178,500	\$ 35,500	\$ 143,000	
FUW100 Regional Water - Facilities Maintenance	\$ 3,700,000	\$ 2,541,900	\$ 2,541,900	\$ 850,000	\$ 850,000	\$ 123,000	\$ 1,568,900	\$ 768,900	\$ 800,000	
CUW261 Regional Water - Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Regional Total	\$ 12,200,000	\$ 8,381,400	\$ 8,381,400	\$ 2,595,000	\$ 2,595,000	\$ 198,000	\$ 5,588,400	\$ 2,802,400	\$ 2,786,000	

Source: * SFPUC Commission Approved Budget, February 2009, Same Format
 ^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials
 Shown on Attachment N-2, Schedule 3

Shown on Attachment N-2, Schedule 3
 Revenue Capital - Actual Expenditures

Shown on Attachment N-2, Schedule 3
 Continuing Appropriation
 Needed for Multi-Year
 Revenue Funded Capital

REVENUE-FUNDED CAPTIAL ADDITIONS (Section 5.04.B)
 Subfund: ST CPF WCF - Wholesale Customer Capital Fund (Hetch Hetchy)

Projected FAFIS as of 04/01/2009 (Last Day of New Budget Year)

Based on Proportionate Annual Water Deliveries of ... 68.1%

		A	B	C			D	E	F	G=C-D-F	H	I=H
		Wholesale Customer Capital Fund (SW CPF WCF)										
Project	Title	FY 2009-10 Approved Budget*	FY 2009-10 Approved Budget - WHOLESALE SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2010	Projected Surplus / (Shortfall)		
CUH931	HH Microwave Replacement	\$ 4,000,000	J \$ 1,224,900	\$ 1,224,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH977	HH Water R&R - Facilities Maintenance	\$ 3,500,000	J \$ 1,071,788	\$ 1,071,788	\$ -	\$ -	\$ -	\$ -	\$ 408,000	\$ 816,900	\$ -	\$ -
CUH947	SEA - Go Solar Incentive Project	\$ 4,000,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,071,788	\$ 357,000	\$ 714,788	\$ -	\$ -
CUH971	Alternative Transmission Studies	\$ 1,000,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH976	HH Water R&R - Power Infrastructure	\$ 16,700,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH979	Hunters Point Municipal Power	\$ -	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH983	Civic Center Sustainability District	\$ 1,090,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH986	General Fund Dept - Energy Efficiency	\$ 7,365,158	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Renewable/Generation	\$ 3,501,307	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Treasure Island Improvement Project	\$ 2,700,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Enterprise Fund Dept - Energy Efficiency	\$ 325,722	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH975	HH Water R&R - Water Infrastructure	\$ 6,000,000	W \$ 4,083,000	\$ 4,083,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Toulumne River Watershed Protection	\$ 2,000,000	W \$ 1,361,000	\$ 1,361,000	\$ -	\$ -	\$ -	\$ -	\$ 1,361,000	\$ 454,000	\$ -	\$ -
Regional Total		\$ 52,182,187	\$ 7,740,688	\$ 7,740,688	\$ -	\$ -	\$ -	\$ 2,296,588	\$ 2,580,000	\$ 1,531,688	\$ -	\$ -

Source: * SFPUC Commission Approved Budget, February 2009, Same Format
 ^ FAFIS - City's Official Financial System of Record

Ties to Budget Hearing Materials

REVENUE-FUNDED CAPTIAL ADDITIONS (Section 5.04.B)
 Subfund: ST CPF WCF - Wholesale Customer Capital Fund (Hetch Hetchy)

Projected FAFIS as of 03/31/2010 (Last Day of Budget Year)

Based on Proportionate Annual Water Deliveries of ... 68.1%

		Wholesale Customer Capital Fund (SW CPF WCF)										
Project	Title	FY 2009-10 Approved Budget*	FY 2009-10 Approved Budget - WHOLESALE SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2011	Projected Surplus / (Shortfall)		
CUH931	HH Microwave Replacement	\$ 4,000,000	J \$ 1,224,900	\$ 1,224,900	\$ 1,224,900	\$ 1,224,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH977	HH Water R&R - Facilities Maintenance	\$ 3,500,000	J \$ 1,071,788	\$ 1,071,788	\$ 1,071,788	\$ 1,071,788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH947	SEA - Go Solar Incentive Project	\$ 4,000,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH971	Alternative Transmission Studies	\$ 1,000,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH976	HH Water R&R - Power Infrastructure	\$ 16,700,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH979	Hunters Point Municipal Power	\$ -	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH983	Civic Center Sustainability District	\$ 1,090,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH986	General Fund Dept - Energy Efficiency	\$ 7,365,158	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Renewable/Generation	\$ 3,501,307	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Treasure Island Improvement Project	\$ 2,700,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Enterprise Fund Dept - Energy Efficiency	\$ 325,722	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH975	HH Water R&R - Water Infrastructure	\$ 6,000,000	W \$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Toulumne River Watershed Protection	\$ 2,000,000	W \$ 1,361,000	\$ 1,361,000	\$ 1,361,000	\$ 1,361,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regional Total		\$ 52,182,187	\$ 7,740,688	\$ 7,740,688	\$ 7,740,688	\$ 7,740,688	\$ -	\$ (1)	\$ (1)	\$ -	\$ -	\$ -

Source: * SFPUC Commission Approved Budget, February 2009, Same Format
 ^ FAFIS - City's Official Financial System of Record

Ties to Budget Hearing Materials
 Shown on Attachment N-2, Schedule 6

Shown on Attachment N-2, Schedule 6
 Revenue Capital - Actual Expenditures

Shown on Attachment N-2, Schedule 6
 Continuing Appropriation
 Needed for Multi-Year
 Revenue Funded Capital

ATTACHMENT M-2

REVENUE FUNDED CAPITAL
ANNUAL REPORTING REQUIREMENTS
(Section 5.04B)

Part A. Updated Actual Information Through Most Recent Fiscal Year (Due in November)

Each year, the SFPUC will provide a report on the status of the regional revenue funded projects with the following information:

Project-level information (through close-out)

- 1 Scope of project
- 2 Current cost estimate/budget.
- 3 Expected milestone dates (ie, design, environmental, construction period, close-out, etc.)
- 4 Contract status
- 5 Reasons for status changes from prior report.
- 6 Other information relevant to whether project is on time/on budget.
- 7 For most recently completed fiscal year and estimated for current year:
 - 8 Total expenditures (capital and operating); amounts paid from other sources.
 - 9 Amount of encumbered and unencumbered appropriations
 - 10 Application of any unused appropriations

Wholesale Capital Fund

- 11 Beginning balance, deposits, capital expenditures (by project), earnings, ending balance.
- 12 Components of ending balance; wholesale portion of:
 - 13 Appropriated and encumbered
 - 14 Appropriated but unencumbered

Part B. Proposed Appropriations for Upcoming Year (Due in March)

- 15 Project information, to the extent not provided in Part A
- 16 Expected funding needs for regional projects
- 17 Unused or excess appropriations carried over.
- 18 Proposed appropriation for upcoming fiscal year.

ATTACHMENT M-3
 WHOLESALE REVENUE-FUNDED CAPITAL FUND - BALANCING ACCOUNT ADJUSTMENT
 ** EXAMPLE REPORTING FORMAT **
 (Section 5.08)

	(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)	(1)
	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
a. Beginning balance	\$0	\$5,671,414	\$8,960,834	\$9,669,194	\$10,420,781	\$11,217,991	\$5,498,801	\$6,198,022	\$6,944,933	\$7,742,299	\$8,593,037
b. Transfer to Balancing Account Year 1	\$0					(\$6,467,533)					(\$2,574,995)
c. Budgeted appropriation	\$8,381,400					\$10,697,026					\$13,652,417
d. Encumbrance/Expenditure Year 2	(\$2,793,800)	(\$2,793,800)	(\$2,793,800)			(\$3,565,675)	(\$3,565,675)	(\$3,565,675)			(\$4,550,806)
e. Budgeted appropriation		\$8,800,470					\$11,231,878				
f. Encumbrance/Expenditure Year 3		(\$2,933,490)	(\$2,933,490)	(\$2,933,490)			(\$3,743,959)	(\$3,743,959)	(\$3,743,959)		
g. Budgeted appropriation			\$9,240,494					\$11,793,471			
h. Encumbrance/Expenditure Year 4			(\$3,080,165)	(\$3,080,165)	(\$3,080,165)			(\$3,931,157)	(\$3,931,157)	(\$3,931,157)	
i. Budgeted appropriation				\$9,702,518					\$12,383,145		
j. Encumbrance/Expenditure Year 5				(\$3,234,173)	(\$3,234,173)	(\$3,234,173)			(\$4,127,715)	(\$4,127,715)	(\$4,127,715)
k. Budgeted appropriation					\$10,187,644					\$13,002,302	
l. Encumbrance/Expenditure					(\$3,395,881)	(\$3,395,881)	(\$3,395,881)				(\$4,334,101)
m. Subtotal	\$5,587,600	\$8,744,594	\$9,393,873	\$10,123,885	\$10,898,206	\$5,251,755	\$6,025,163	\$6,750,702	\$7,525,246	\$8,351,628	\$6,657,838
n. Interest earnings (e.g., 3%)	\$83,814	\$216,240	\$275,321	\$296,896	\$319,785	\$247,046	\$172,859	\$194,231	\$217,053	\$241,409	\$229,763
o. Ending fund balance (unencumbered, unexpended)	\$5,671,414	\$8,960,834	\$9,669,194	\$10,420,781	\$11,217,991	\$5,498,801	\$6,198,022	\$6,944,933	\$7,742,299	\$8,593,037	\$8,888,601
p. Five Year Cumulative Appropriations w/ Interest					\$47,504,581						
q. 10% of Cumulative Appropriations w/ Interest					\$4,750,458					\$60,180,421	
r. Ending fund balance					\$4,750,458					\$6,018,042	
s. Excess balance transferred to Balancing Account*					\$11,217,991					\$8,593,037	
					(\$6,467,533)					(\$2,574,995)	

*Test: Any balance in excess of 10% of the cumulative five-year appropriation total is credited to the balancing account.

BALANCING ACCOUNT / RATE SETTING CALCULATION
 REFERENCE SECTION 6.03.A.3.a

	FY 2007-08	FY 2008-09	FY 2009-10
Step 1:			
A. Balancing Account as of June 30, 2007	\$12,882,000		
B. Interest on Balancing Account at Pooled Investment Rate for Fiscal Year	\$554,000		
C. Wholesale Revenues for Fiscal Year	(\$113,932,000)		
D. Wholesale Revenue Requirement for Fiscal Year	\$119,224,000		
E. Settlement Credits or Other Adjustments	\$2,448,614		
F. 1984 Agreement Balancing Account Credits	\$0		
G. Balancing Account as of June 30, 2008	\$21,176,614		
Step 2:			
A. Balancing Account as of June 30, 2008		\$21,176,614	
B. Interest on Balancing Account at Pooled Investment Rate for Fiscal Year		\$529,000	
C. Wholesale Revenues for Fiscal Year		-\$123,604,000	
D. Wholesale Revenue Requirement for Fiscal Year		\$120,562,000	
E. Settlement Credits or Other Adjustments		\$21,000	
F. 1984 Agreement Balancing Account Credits		\$0	
G. Balancing Account as of June 30, 2009		\$18,684,614	
Step 3:			
A. Balancing Account as of June 30, 2009			\$0
B. Interest on Balancing Account at Pooled Investment Rate for Fiscal Year			\$0
C. Wholesale Revenues for Fiscal Year			-\$127,485,900
D. Wholesale Revenue Requirement for Fiscal Year			\$140,994,733
E. Settlement Credits or Other Adjustments			\$21,000
F. 1984 Agreement Balancing Account Credits			\$1,997,220
G. Balancing Account as of June 30, 2010			\$15,527,053
H. Net Change in Wholesale Revenue Coverage			\$4,488,233
I. Total Revenue Deficiency or Surplus			\$20,015,286
J. Projected Water Sales in Ccf	84,621,240	83,205,600	85,920,000
K. Deficiency or (Surplus) \$/Ccf			\$0.23
L. Deficiency or (Surplus) Ccf as a Percentage of Revenues			15.7%

Note: Dollar amounts are for illustrative purposes only. The Parties have not agreed on the amount of the balancing account as of June 30, 2007, revenue requirement for FY 2007-08, settlement credits for FY 2007-08, and the amount of the balancing account as of June 30, 2009.

BALANCING ACCOUNT / RATE SETTING CALCULATION
METHOD OF CALCULATION
REFERENCE SECTION 6.03.A.3.a

N = The year for which rates are being set

N-1 = The current year

N-2 = The most recently completed year for which actual results are available

Calculation Method:

- Step 1 Determine the actual revenue differential for year N-2
- A. Enter the beginning amount of the Balancing Account
 - B. Calculate the interest earned at the Pooled Investment Account Rate for (A)
 - C. Enter the actual Wholesale revenues billed
 - D. Enter the Wholesale Revenue Requirement
 - E. Enter settlement credits or adjustments, if any
 - F. Enter carry-over 1984 Agreement credits owed the City, if any
 - G. Calculate the ending amount of the Balancing Account
- Step 2 Determine the projected revenue differential for year N-1
- A. Enter the beginning amount of the Balancing Account; this is the same amount as G in Step 1
 - B. Calculate the interest earned at the Pooled Investment Account Rate for (A)
 - C. Enter the actual Wholesale revenues billed
 - D. Enter the Wholesale Revenue Requirement
 - E. Enter settlement credits or adjustments, if any
 - F. Enter carry-over 1984 Agreement credits owed the City, if any
 - G. Calculate the ending amount of the Balancing Account
- Step 3 Determine the projected revenue differential for year N.
- A. Enter the beginning amount of the Balancing Account; this is the same amount as G in Step 2
 - B. Calculate the interest earned at the Pooled Investment Account Rate for (A)
 - C. Enter the actual Wholesale revenues billed
 - D. Enter the Wholesale Revenue Requirement
 - E. Enter settlement credits or adjustments, if any
 - F. Enter carry-over 1984 Agreement credits owed the City, if any
 - G. Calculate the ending amount of the Balancing Account
 - H. Enter the net change in the Wholesale Revenue Coverage, if applicable
 - I. Calculate the total revenue deficiency or surplus (G) + (H)
 - J. Enter the projected water sales to Wholesale Customers in Ccf
 - K. Calculate the required increase in the commodity portion of the rate by dividing (I) by (J)
 - L. Calculate the required increase in revenues by dividing (I) by (C)

WHOLESALE REVENUE REQUIREMENT SCHEDULES
 CALCULATION OF WHOLESALE REVENUE REQUIREMENT
 FISCAL YEAR 2009-10
 REFERENCE ARTICLE 5

ATTACHMENT N-2
 SCHEDULE 1

EXPENSE CATEGORY	CONTRACT REFERENCE	SCHEDULE REFERENCE	TOTAL	DIRECT RETAIL	DIRECT WHOLESALE	REGIONAL	JOINT EXPENSE ALLOCATION FACTOR	WHOLESALE SHARE
OPERATING AND MAINTENANCE EXPENSE:								
SOURCE OF SUPPLY								
PUMPING	5.05 (A)	SCH 8.1	\$ 14,943,953	\$ 1,251,062	\$ -	\$ 13,692,891	ANNUAL USE ¹	\$ 9,364,568
TREATMENT	5.05 (B)	SCH 8.1	\$ 4,342,682	\$ 3,854,000	\$ -	\$ 488,682	ANNUAL USE ¹	\$ 334,210
TRANSMISSION & DISTRIBUTION	5.05 (C)	SCH 8.1	\$ 30,445,053	\$ -	\$ -	\$ 30,445,053	ANNUAL USE ¹	\$ 20,821,372
CUSTOMER ACCOUNTS ²	5.05 (D)	SCH 8.1	\$ 53,415,232	\$ 30,163,266	\$ -	\$ 23,251,966	ANNUAL USE ¹	\$ 15,902,890
	5.05 (E)	SCH 8.1	\$ 7,552,213	\$ 7,401,169	\$ 151,044	\$ -	2%	\$ 151,044
TOTAL O&M			\$ 110,700,133	\$ 42,669,517	\$ 151,044	\$ 67,879,572		\$ 46,573,883
COMPOSITE % (WHOLESALE SHARE / TOTAL O&M)		5.06 (C)						42.07%
ADMINISTRATIVE AND GENERAL EXPENSES:								
COWCAP	5.06 (A)	SCH 8.1	\$ 1,238,009	\$ -	\$ -	\$ 1,238,009	COMPOSITE O&M	\$ 520,857
SERVICES OF SFPUC BUREAUS	5.06 (B)	SCH 7	\$ 22,465,291	\$ 8,179,924	\$ -	\$ 14,285,367	ANNUAL USE ¹	\$ 9,770,788
OTHER A&G	5.06 (C)	SCH 8.1	\$ 12,973,477	\$ 4,009,891	\$ -	\$ 8,963,586	COMPOSITE O&M	\$ 3,770,749
COMPLIANCE AUDIT	5.06 (D)	SCH 8.1	\$ 200,000	\$ -	\$ -	\$ 200,000	50%	\$ 100,000
TOTAL A&G			\$ 36,876,777	\$ 12,188,315	\$ -	\$ 24,688,462		\$ 14,162,394
PROPERTY TAXES	5.07	SCH 8.1	\$ 1,417,293	\$ -	\$ -	\$ 1,417,293	ANNUAL USE ¹	\$ 969,287
CAPITAL COST RECOVERY								
PRE-2009 ASSETS	5.03	ATT K						\$ 24,051,326
DEBT SERVICE ON NEW ASSETS	5.04 (A)	SCH 2						\$ 17,952,931
REVENUE FUNDED ASSETS - APPROPRIATED TO WHOLESALE CAPITAL FUND	5.04 (B)	SCH 3						\$ 8,381,400
TOTAL CAPITAL COST RECOVERY								\$ 50,385,657
WHOLESALE SHARE HETCH HETCHY WATER & POWER	5.04	SCH 4						\$ 28,903,512
WHOLESALE REVENUE REQUIREMENT								\$ 140,394,733
WHOLESALE REVENUE COVERAGE ³								\$ 4,488,233

¹Proportional Annual Use (88.39%)

²Water Enterprise Share of Customer Accounts Expenses (62% of Total Customer Accounts Expenses)

³25% of Wholesale Share of Debt Service

WHOLESALE REVENUE REQUIREMENT SCHEDULES
 WATER ENTERPRISE CAPITAL COST RECOVERY - ANNUAL DEBT SERVICE
 FISCAL YEAR 2009-10
 REFERENCE SECTION 5.04.A

ATTACHMENT N-2
 SCHEDULE 2

	2006 BOND ISSUE SERIES A	2008 BOND ISSUE ALL SERIES	2009 BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	TOTAL ALL OUTSTANDING BONDS
USE OF BOND PROCEEDS								
RETAIL PROJECTS	31.61%	22.96%	19.42%	XX.XX%	XX.XX%	XX.XX%	XX.XX%	
REGIONAL PROJECTS	68.39%	77.05%	80.58%	YY.YY%	YY.YY%	YY.YY%	YY.YY%	
PRINCIPAL PAYMENT								
RETAIL PROJECTS	\$ 8,765,000	-	-	-	-	-	-	\$ 8,765,000
REGIONAL PROJECTS	\$ 2,770,617	-	-	-	-	-	-	\$ 2,770,617
	\$ 5,994,384	-	-	-	-	-	-	\$ 5,994,384
INTEREST PAYMENT (GROSS)								
RETAIL PROJECTS	\$ 23,353,388	\$ 5,561,386	\$ 56,181,932	-	-	-	-	\$ 85,096,706
REGIONAL PROJECTS	\$ 7,382,006	\$ 1,276,338	\$ 10,910,531	-	-	-	-	\$ 19,568,875
	\$ 15,971,382	\$ 4,285,048	\$ 45,271,401	-	-	-	-	\$ 65,527,831
INTEREST PAYMENT (CAPITALIZED)								
RETAIL PROJECTS	-	-	\$ 56,181,932	-	-	-	-	
REGIONAL PROJECTS	-	-	\$ 10,910,531	-	-	-	-	
	-	-	\$ 45,271,401	-	-	-	-	
INTEREST PAYMENT (NET)								
RETAIL PROJECTS	\$ 23,353,388	\$ 5,561,386	-	-	-	-	-	
REGIONAL PROJECTS	\$ 7,382,006	\$ 1,276,338	-	-	-	-	-	
	\$ 15,971,382	\$ 4,285,048	-	-	-	-	-	
TOTAL PRINCIPAL AND INTEREST PAYMENT								
RETAIL PROJECTS	\$ 38,115,388	\$ 5,561,386	-	-	-	-	-	\$ 37,679,774
REGIONAL PROJECTS	\$ 10,152,622	\$ 1,276,338	-	-	-	-	-	\$ 11,428,961
	\$ 21,965,766	\$ 4,285,048	-	-	-	-	-	\$ 26,250,813
PROPORTIONAL ANNUAL USE								
WHOLESALE SHARE	68.39%	68.39%	68.39%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	\$ 17,952,931
	\$ 15,022,387	\$ 2,930,544	-	-	-	-	-	(TO SCHEDULE 1)

Note: Allocation of bond proceeds shown are for illustrative purposes only. Regional projects will not include bond proceeds used to construct or acquire assets capitalized prior to 7/1/09. Regional projects also will not include in-city groundwater or in-city recycled water projects.

WHOLESALE REVENUE REQUIREMENT SCHEDULES
 WATER ENTERPRISE CAPITAL COST RECOVERY - REVENUE FUNDED CAPITAL PROJECTS
 FISCAL YEAR 2009-10
 REFERENCE SECTION 5.04.B

ATTACHMENT N-2
 SCHEDULE 3

	PROJECT APPROPRIATION	CLASSIFICATION	ALLOCATION FACTOR	WHOLESALE SHARE	TOTAL APPROPRIATION ALL YEARS	ALL YEARS ACTUAL EXPENDITURES	FY 2009-10 ACTUAL EXPENDITURES	ENCUMBERED, NOT EXPENDED	APPROPRIATED, UNENCUMBERED BALANCE
CUH980	Treasure Island Improvement Project	3,800,000	RETAIL	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
CUW253	Facilities Security	500,000	RETAIL	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
CUW260	Local Water R&R	22,347,520	RETAIL	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
CUW685	Automated Meter Reading System	38,001,000	RETAIL	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Local	62,648,520			\$ -	\$ -	\$ -	\$ -	\$ -
CUW202	Replace Prestressed Concrete Cylr Pipe	-	REGIONAL	68.7%	\$ -	\$ -	\$ -	\$ -	\$ -
CUW261	Regional Water R&R - Storage	-	REGIONAL	68.7%	\$ -	\$ -	\$ -	\$ -	\$ -
CUW262	Regional Water R&R - Treatment Facilities	1,000,000	REGIONAL	68.7%	\$ 687,000	\$ 687,000	\$ 235,000	\$ -	\$ 452,000
CUW263	Regional Water R&R Conveyance/Transmission	7,000,000	REGIONAL	68.7%	\$ 4,809,000	\$ 4,809,000	\$ 1,395,000	\$ -	\$ 3,389,000
CUW264	Regional Watersheds/ROW Management	500,000	REGIONAL	68.7%	\$ 343,500	\$ 343,500	\$ 115,000	\$ 25,000	\$ 178,500
FUV100	Regional Facilities Maintenance	3,700,000	REGIONAL	68.7%	\$ 2,541,900	\$ 2,541,900	\$ 850,000	\$ 123,000	\$ 1,568,900
	Total Regional	12,200,000			\$ 8,381,400	\$ 8,381,400	\$ 2,595,000	\$ 198,000	\$ 5,588,400
	TOTAL ALL PROJECTS	74,848,520			\$ 8,381,400	\$ 8,381,400	\$ 2,595,000	\$ 198,000	\$ 5,588,400
							(TO SCHEDULE 1)	(TO SCHEDULE 1)	(TO SCHEDULE 1)

ILLUSTRATION ONLY DRAFT

WHOLESALE REVENUE REQUIREMENT SCHEDULES
 CALCULATION OF WHOLESALE SHARE OF HETCH HETCHY WATER & POWER
 FISCAL YEAR 2009-10
 REFERENCE ARTICLE 5

ATTACHMENT N-2
 SCHEDULE 4

EXPENSE CATEGORY	CONTRACT REFERENCE	SCHEDULE REFERENCE	TOTAL	POWER SPECIFIC	WATER SPECIFIC	JOINT	JOINT ALLOCATION PERCENTAGE	WATER-RELATED TOTAL	WHOLESALE ALLOCATION FACTOR	WHOLESALE SHARE
OPERATION AND MAINTENANCE										
OPERATION	5.08 B 1	SCH 8.2	\$ 44,612,220	\$ 31,853,965	\$ 9,557,861	\$ 3,200,394	45%	\$ 10,986,038	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 7,484,165
MAINTENANCE	5.08 B 1	SCH 8.2	\$ 16,868,612	\$ 5,048,039	\$ 3,238,822	\$ 8,581,951	45%	\$ 7,100,500	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 4,831,890
TOTAL OPERATION AND MAINTENANCE			\$ 61,480,832	\$ 36,902,004	\$ 12,796,683	\$ 11,782,345		\$ 18,098,538		\$ 12,316,055
ADMINISTRATIVE AND GENERAL										
COWCAP	5.08 B 2	SCH 8.2	\$ 1,139,579	\$ -	\$ -	\$ 1,139,579	45%	\$ 512,811	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 348,968
SERVICES OF SFPUC BUREAUS	5.08 B 2	SCH 7	\$ 8,255,307	\$ 5,375,656	\$ 2,878,651	\$ -	45%	\$ 2,879,651	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 1,959,803
OTHER A&G	5.08 B 2	SCH 8.2	\$ 25,581,481	\$ 14,913,071	\$ 36,079	\$ 10,632,340	45%	\$ 4,820,623	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 3,280,434
CUSTOMER ACCOUNTS	5.08 B 2	SCH 8.2	\$ 347,403	\$ 347,403	\$ -	\$ -	45%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -
TOTAL ADMINISTRATIVE AND GENERAL			\$ 35,323,770	\$ 20,636,130	\$ 2,915,721	\$ 11,771,919		\$ 8,213,085		\$ 5,569,004
PROPERTY TAXES	5.08 B 3	SCH 8.2	\$ 452,000	\$ -	\$ -	\$ 458,305	45%	\$ 205,337	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 139,732
CAPITAL COST RECOVERY										
PRE-2009 ASSETS	5.09 B 1	ATT K.4								\$ 3,118,033
DEBT SERVICE ON NEW ASSETS	5.09 B 2	SCH 5								\$ -
REVENUE FUNDED ASSETS-APPROPRIATIONS TO WHOLESALE CAPITAL FUND	5.09 B 3	SCH 6								\$ 7,740,688
TOTAL CAPITAL COST RECOVERY										\$ 10,858,721
WHOLESALE SHARE OF HETCH HETCHY WATER & POWER										\$ 28,903,512 (TO SCHEDULE 1)
WHOLESALE REVENUE COVERAGE ¹										\$

¹Adjusted Proportional Annual Use (68.39% X 93.50% = 68.05%)
²25% of Wholesale Share of Debt Service

WHOLESALE REVENUE REQUIREMENT SCHEDULES
 HETCH HETCHY CAPITAL COST RECOVERY - ANNUAL DEBT SERVICE
 FISCAL YEAR 2009-10
 REFERENCE SECTION 5.09.B.1

ATTACHMENT N-2
 SCHEDULE 5

	XXXX BOND ISSUE ALL SERIES	TOTAL ALL OUTSTANDIN G BONDS						
USE OF BOND PROCEEDS								
POWER PROJECTS	XX.XX%							
WATER PROJECTS	YY.YY%							
JOINT PROJECTS	ZZ.ZZ%							
PRINCIPAL PAYMENT								
POWER SHARE
WATER SHARE
JOINT SHARE
INTEREST PAYMENT (NET)								
POWER SHARE
WATER SHARE
JOINT SHARE
TOTAL PRINCIPAL AND INTEREST PAYMENT								
POWER SHARE
WATER SHARE
JOINT SHARE
WATER RELATED PRINCIPAL AND INTEREST PAYMENT ¹								
ADJUSTED PROPORTIONAL ANNUAL USE WHOLESALE SHARE	68.05%	68.05%	68.05%	68.05%	68.05%	68.05%	68.05%	

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¹Water Related = 100% of Water Share + 45% of Joint Share

(TO SCHEDULE 4)

WHOLESALE REVENUE REQUIREMENT SCHEDULES
 HETCH HETCHY CAPITAL COST RECOVERY - REVENUE FUNDED CAPITAL PROJECTS
 FISCAL YEAR 2009-10
 REFERENCE SECTION 5.04.B

ATTACHMENT N 2
 SCHEDULE 6

	PROJECT APPROPRIATION	CLASSIFICATION	WATER RELATED PERCENTAGE	WATER RELATED SHARE	ALLOCATION FACTOR	WHOLESALE SHARE	TOTAL APPROPRIATION ALL YEARS	ALL YEARS ACTUAL EXPENDITURES	FY 2009-10 ACTUAL EXPENDITURES	ENCUMBERED, NOT EXPENDED	APPROPRIATED, UNENCUMBERED BALANCE
CUH931	\$ 4,000,000	JOINT	45%	\$ 1,800,000	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 1,224,900	\$ 1,224,900	\$ 1,224,900	\$ 1,224,900	\$ -	\$ -
CUH977	\$ 3,500,000	JOINT	45%	\$ 1,575,000	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 1,071,788	\$ 1,071,788	\$ 1,071,788	\$ 1,071,788	\$ -	\$ -
	\$ 7,500,000			\$ 3,375,000		\$ 2,296,688	\$ 2,296,688	\$ 2,296,688	\$ 2,296,688	\$ -	\$ -
CUH947	\$ 4,000,000	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH971	\$ 1,000,000	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH976	\$ 16,700,000	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH979	\$ -	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH983	\$ 1,090,000	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH986	\$ 7,365,186	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 3,501,307	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 2,700,000	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 325,722	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 36,682,187			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH976	\$ 6,000,000	WATER	100%	\$ 6,000,000	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ -	\$ -
	\$ 2,000,000	WATER	100%	\$ 2,000,000	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 1,361,000	\$ 1,361,000	\$ 1,361,000	\$ 1,361,000	\$ -	\$ -
	\$ 8,000,000			\$ 8,000,000		\$ 5,444,000	\$ 5,444,000	\$ 5,444,000	\$ 5,444,000	\$ -	\$ -
TOTAL ALL WATER RELATED PROJECTS	\$ 96,364,374			\$ 11,375,000		\$ 7,740,688	\$ 7,740,688	\$ 7,740,688	\$ 7,740,688	\$ -	\$ -
									(TO SCHEDULE 4)	(TO SCHEDULE 4)	(TO SCHEDULE 4)

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WHOLESALE REVENUE REQUIREMENT SCHEDULES
 SERVICES OF SFPUC BUREAUS - ALLOCATION TO ENTERPRISES
 FISCAL YEAR 2009-10
 REFERENCE SECTION 6.05.B

ATTACHMENT N-2
 SCHEDULE 7

	EXPENDITURE S	ADJUSTMENTS	ADJUSTED EXPENDITURE S	HETCH HETCHY POWER	HETCH HETCHY WATER	WATER RETAIL	WATER REGIONAL	WASTEWATER	TOTAL
ALLOCATION FACTORS (SCHEDULE N-7.1)				11.13%	5.96%	16.94%	29.59%	36.37%	
PUC01 General Manager	\$ 7,609,114	\$ -	\$ 7,609,114	\$ 847,180	\$ 453,820	\$ 1,288,884	\$ 2,251,548	\$ 2,767,682	\$ 7,609,114
PUC1101 BizServ-Administration	\$ 4,081,981	\$ -	\$ 4,081,981	\$ 454,478	\$ 243,456	\$ 691,434	\$ 1,207,864	\$ 1,484,749	\$ 4,081,981
PUC1102 Finance	\$ 8,817,687	\$ -	\$ 8,817,687	\$ 981,739	\$ 525,902	\$ 1,493,600	\$ 2,609,166	\$ 3,207,280	\$ 8,817,687
PUC1103 ITS ¹	\$ 18,048,158	\$ (1,835,357)	\$ 16,212,801	\$ 1,805,093	\$ 966,959	\$ 2,748,235	\$ 4,797,391	\$ 5,897,123	\$ 16,212,801
PUC1106 Human Resources	\$ 7,678,483	\$ -	\$ 7,678,483	\$ 854,903	\$ 457,858	\$ 1,300,634	\$ 2,272,074	\$ 2,792,914	\$ 7,678,483
PUC1108 Customer Services	\$ 12,282,428	\$ (12,282,428)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PUC12 External Affairs	\$ 3,882,455	\$ -	\$ 3,882,455	\$ 432,253	\$ 231,566	\$ 657,637	\$ 1,148,824	\$ 1,412,175	\$ 3,882,455
TOTAL	\$ 34,752,000	\$ (12,731,000)	\$ 48,282,521	\$ 5,375,656 (TO SCHEDULE 4)	\$ 2,879,651 (TO SCHEDULE 4)	\$ 8,178,424 (TO SCHEDULE 1)	\$ 14,286,867 (TO SCHEDULE 1)	\$ 17,561,923	\$ 48,282,521

¹Adjustment for Transfer of SCADA Expenditures to T&D Joint (\$1,730,000)

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WHOLESALE REVENUE REQUIREMENT SCHEDULES
 SERVICES OF SFPUC BUREAUS - ANNUAL SALARIES
 FISCAL YEAR 2009-10
 REFERENCE SECTION 5.05.6

ATTACHMENT N-2
 SCHEDULE 7.1

DEPARTMENT/DIVISION	ALLOCATION FACTOR	GROUP CODE	SALARIES	PERCENTAGE
HETCH HETCHY				
POWER		1	\$ 6,677,939	6.27%
WATER		2	\$ 1,775,910	1.67%
JOINT			\$ 9,428,450	
WATER SHARE	45%	2	\$ 4,242,803	3.98%
POWER SHARE	55%	1	\$ 5,185,648	4.87%
WATER				
ADMINISTRATION (WTR01)			\$ 1,009,246	
RETAIL SHARE	33.4%	3	\$ 336,415	0.32%
REGIONAL SHARE	33.3%	4	\$ 336,415	0.32%
HETCH HETCHY WATER SHARE	33.3%	2	\$ 336,416	0.32%
CDD (WTR03)		3	\$ 17,356,922	16.29%
WATER QUALITY (WTR04)		4	\$ 7,292,589	6.83%
WATER SUPPLY & TREATMENT (WTR05)		2	\$ 18,164,689	17.05%
NATURAL RESOURCES (WTR06)			\$ 4,682,073	4.39%
WATER RESOURCE PLANNING			\$ 1,419,760	
WATER CONSERVATION		3	\$ 355,703	0.33%
RETAIL WATER RESOURCE PLANNING		3	\$ -	
REGIONAL SHARE (NET SALARIES)		4	\$ 1,064,057	1.00%
WASTEWATER				
		5	\$ 38,757,578	36.37%
SALARIES BY GROUP CODE				
HETCH HETCHY - POWER		1	\$ 11,863,587	11.13% (TO SCHEDULE 7)
HETCH HETCHY - WATER		2	\$ 6,355,129	5.96% (TO SCHEDULE 7)
WATER - RETAIL		3	\$ 18,049,040	16.94% (TO SCHEDULE 7)
WATER - REGIONAL		4	\$ 31,529,923	29.59% (TO SCHEDULE 7)
WASTEWATER		5	\$ 38,757,578	36.37% (TO SCHEDULE 7)
TOTAL SALARIES			\$ 106,555,156	100.00%

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WHOLESALE REVENUE REQUIREMENT SCHEDULES
 CALCULATION OF THE WHOLESALE REVENUE REQUIREMENT
 FISCAL YEAR 2009-10
 WATER ENTERPRISE SUMMARY OF OPERATING EXPENSES

ATTACHMENT N-2
 SCHEDULE 8.1

	Retail	Wholesale	Regional	Total
Operating Expenses				
Transmission & Distributions	\$ 30,163,286	\$ -	\$ 23,252,946	\$ 53,416,232
Adjustments to Transmission & Distribution	\$ -	\$ -	\$ -	\$ -
Adjusted Transmission & Distribution	\$ 30,163,286	\$ -	\$ 23,252,946	\$ 53,416,232
Source of Supply	\$ 1,251,062	\$ -	\$ 13,692,891	\$ 14,943,953
Adjustments to Source of Supply	\$ -	\$ -	\$ -	\$ -
Adjusted Source of Supply	\$ 1,251,062	\$ -	\$ 13,692,891	\$ 14,943,953
Pumping	\$ 3,854,000	\$ -	\$ 488,682	\$ 4,342,682
Adjustments to Pumping	\$ -	\$ -	\$ -	\$ -
Adjusted Pumping	\$ 3,854,000	\$ -	\$ 488,682	\$ 4,342,682
Treatment	\$ -	\$ -	\$ 30,445,053	\$ 30,445,053
Adjustments to Treatment	\$ -	\$ -	\$ -	\$ -
Adjusted Treatment	\$ -	\$ -	\$ 30,445,053	\$ 30,445,053
Customer Accounts	\$ 7,401,169	\$ 151,044	\$ -	\$ 7,552,213
Adjustments to Customer Accounts	\$ -	\$ -	\$ -	\$ -
Adjusted Customer Accounts	\$ 7,401,169	\$ 151,044	\$ -	\$ 7,552,213
Total Adjusted Operating Expense	\$ 42,669,517	\$ 151,044	\$ 67,879,572	\$ 110,700,133
General & Administrative Expense				
COWCAR	\$ -	\$ -	\$ 1,238,009	\$ 1,238,009
Services of SFPUC Bureaus	\$ 8,178,424	\$ -	\$ 14,286,867	\$ 22,465,291
Other General & Administrative	\$ 4,009,891	\$ -	\$ 8,962,586	\$ 12,972,477
Adjustments to General & Administrative	\$ -	\$ -	\$ -	\$ -
Adjusted General & Administrative	\$ 4,009,891	\$ -	\$ 8,962,586	\$ 12,972,477
Compliance Audit	\$ 100,000	\$ 100,000	\$ -	\$ 200,000
Total General & Administrative	\$ 12,288,315	\$ 100,000	\$ 24,487,462	\$ 36,875,777
Property Taxes	\$ -	\$ -	\$ 1,417,293	\$ 1,417,293
Total	\$ 54,957,832	\$ 251,044	\$ 93,784,327	\$ 148,993,203

Source: FAMIS/EIS

Note: All adjustments to be separately identified above

WHOLESALE REVENUE REQUIREMENT SCHEDULES
 CALCULATION OF THE WHOLESALE REVENUE REQUIREMENT
 FISCAL YEAR 2009-10
 HETCHY HETCHY WATER & POWER SUMMARY OF OPERATING EXPENSES

ATTACHMENT N-2
 SCHEDULE 8.2

	Power	Water	Joint	Total
Operating Expenses				
Purchased Power & Wheeling	\$ 28,953,676			\$ 28,953,676
Adjustments to Purchased Power & Wheeling	\$ -			\$ -
Adjusted Purchased Power & Wheeling	\$ 28,953,676			\$ 28,953,676
Operations				
Hydraulic Generation	\$ 2,900,291	\$ -	\$ 3,200,394	\$ 6,100,685
Transmission & Distribution	\$ -	\$ -	\$ -	\$ -
Water Quality Expense	\$ -	\$ 9,557,862	\$ -	\$ 9,557,862
Adjustments to Operations	\$ -	\$ -	\$ -	\$ -
Adjusted Operations	\$ 2,900,291	\$ 9,557,862	\$ 3,200,394	\$ 15,658,547
Maintenance				
Hydraulic Generation	\$ 1,840,096	\$ 3,238,622	\$ 8,581,952	\$ 13,660,670
Transmission & Distribution	\$ 3,359,385	\$ -	\$ -	\$ 3,359,385
Water Quality Expense	\$ -	\$ -	\$ -	\$ -
Adjustments to Maintenance	\$ (151,442)	\$ -	\$ -	\$ (151,442)
Adjusted Maintenance	\$ 5,048,039	\$ 3,238,622	\$ 8,581,952	\$ 16,868,613
Total Adjusted Operating Expense	\$ 36,902,006	\$ 12,796,484	\$ 11,782,346	\$ 61,480,836
General & Administrative Expense				
COWCAP	\$ -	\$ -	\$ 1,139,579	\$ 1,139,579
Services of SFPUC Bureaus	\$ 5,375,656	\$ 2,879,651	\$ -	\$ 8,255,307
Customer Accounts	\$ 347,403	\$ -	\$ -	\$ 347,403
Adjustments to Customer Accounts	\$ -	\$ -	\$ -	\$ -
Adjusted Customer Accounts	\$ 347,403	\$ -	\$ -	\$ 347,403
Other General & Administrative	\$ 14,913,071	\$ 36,070	\$ 10,632,340	\$ 25,581,481
Adjustments to General & Administrative	\$ -	\$ -	\$ -	\$ -
Adjusted General & Administrative	\$ 14,913,071	\$ 36,070	\$ 10,632,340	\$ 25,581,481
Total General & Administrative	\$ 20,636,130	\$ 2,915,721	\$ 11,771,919	\$ 35,323,770
Property Taxes	\$ -	\$ -	\$ 452,000	\$ 452,000
Total	\$ 57,538,136	\$ 15,712,205	\$ 24,006,265	\$ 97,256,606

Source: FAMIS/EIS

Note: All adjustments to be separately identified above

SCHEDULE OF PROJECTED WATER SALES, WHOLESALE REVENUE REQUIREMENTS, AND WHOLESALE RATES
 CONTRACT REFERENCE: ARTICLE 6.03.A.3

ATTACHMENT N-3

	FISCAL YEAR				
	N	N+1	N+2	N+3	N+4
OPERATION AND MAINTENANCE EXPENSES					
SOURCE OF SUPPLY	\$ 9,364,568	\$ -	\$ -	\$ -	\$ -
PUMPING	\$ 334,210	\$ -	\$ -	\$ -	\$ -
TREATMENT	\$ 20,821,372	\$ -	\$ -	\$ -	\$ -
TRANSMISSION & DISTRIBUTION	\$ 15,902,690	\$ -	\$ -	\$ -	\$ -
CUSTOMER ACCOUNTS	\$ 151,044	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATION AND MAINTENANCE EXPENSES	\$ 46,573,884	\$ -	\$ -	\$ -	\$ -
ADMINISTRATIVE AND GENERAL EXPENSES					
COWCAP	\$ 520,857	\$ -	\$ -	\$ -	\$ -
SF PUBLIC UTILITIES COMMISSION	\$ 9,770,788	\$ -	\$ -	\$ -	\$ -
OTHER A&G	\$ 3,770,749	\$ -	\$ -	\$ -	\$ -
COMPLIANCE AUDIT	\$ 100,000	\$ -	\$ -	\$ -	\$ -
TOTAL ADMINISTRATIVE AND GENERAL EXPENSES	\$ 14,162,394	\$ -	\$ -	\$ -	\$ -
PROPERTY TAXES	\$ 969,287	\$ -	\$ -	\$ -	\$ -
CAPITAL COST RECOVERY					
PRE 2009 ASSETS	\$ 24,951,326	\$ -	\$ -	\$ -	\$ -
DEBT SERVICE ON NEW ASSETS	\$ 1,062,831	\$ -	\$ -	\$ -	\$ -
REVENUE FUNDED CAPITAL	\$ 3,381,400	\$ -	\$ -	\$ -	\$ -
TOTAL CAPITAL COST RECOVERY	\$ 50,385,557	\$ -	\$ -	\$ -	\$ -
WHOLESALE SHARE HHW&P	\$ 28,903,512	\$ -	\$ -	\$ -	\$ -
WHOLESALE REVENUE REQUIREMENT	\$ 140,994,734	\$ -	\$ -	\$ -	\$ -
BALANCING ACCOUNT AS OF JUNE 30	\$ -	\$ -	\$ -	\$ -	\$ -
INTEREST ON BALANCING ACCOUNT	\$ -	\$ -	\$ -	\$ -	\$ -
WHOLESALE REVENUES AT EXISTING RATE	\$ (127,485,900)	\$ -	\$ -	\$ -	\$ -
WHOLESALE EXCESS USE CHARGES	\$ -	\$ -	\$ -	\$ -	\$ -
SETTLEMENT CREDITS AND OTHER ADJUSTMENTS	\$ 21,000	\$ -	\$ -	\$ -	\$ -
1984 AGREEMENT BALANCING ACCOUNT CREDITS	\$ 1,997,220	\$ -	\$ -	\$ -	\$ -
WHOLESALE DEBIT SERVICE COVERAGE RESERVE	\$ 4,488,233	\$ -	\$ -	\$ -	\$ -
WHOLESALE DEFICIENCY OR CREDIT	\$ 20,015,287	\$ -	\$ -	\$ -	\$ -
PERCENT WHOLESALE DEFICIENCY OR CREDIT OF REVENUES AND EXCESS USE CHARGES	15.7%				
PROJECTED WATER SALES (OCF)	85,920,000	0	0	0	0
WHOLESALE DEFICIENCY OR CREDIT (\$/CCF)	0.23	0	0	0	0
PROJECTED WHOLESALE RATE (UNIT COST (\$/CCF))	1.66	0	0	0	0
PROJECTED SERVICE CHARGE REVENUES	\$ 4,620,300				
PROJECTED VOLUME CHARGE REVENUES	\$ 142,827,200				
TOTAL WHOLESALE REVENUES	\$ 147,247,500				

ILLUSTRATION ONLY DRAFT

ATTACHMENT O
STATEMENT OF WHOLESALE REVENUE REQUIREMENT/ CHANGES IN BALANCING ACCOUNT
YEAR ENDED JUNE 30
(Section 7.02.B)

	FY 2008-09 Allocation to Wholesale Customers	FY 2009-10 Allocation to Wholesale Customers	Difference
Wholesale Revenue Requirement Calculation:			
Operating and maintenance (O&M) expense:			
San Francisco Water Enterprise:			
Source of supply	\$ 9,133,025	\$ 9,364,568	\$ 231,543
Pumping	\$ 325,946	\$ 334,210	\$ 8,264
Purification	\$ 20,437,460	\$ 20,821,372	\$ 383,912
Transmission and distribution	\$ 9,350,279	\$ 15,902,690	\$ 6,552,411
Customer Accounts	\$ 224,255	\$ 151,044	\$ (73,211)
Total SFWE operating and maintenance	\$ 39,470,965	\$ 46,573,884	\$ 7,102,919
Helch Helchy Water and Power (HHWP):			
Operating expenses	\$ 10,359,786	\$ 7,484,165	\$ 12,875,621
Maintenance expenses	\$ 4,526,240	\$ 4,831,890	\$ 305,650
Total HHWP operating and maintenance	\$ 14,886,026	\$ 12,316,055	\$ 2,569,971
Administrative and general (A&G) expenses:			
COWCAP			
SFWE	\$ 512,438	\$ 520,857	\$ 8,419
HHWP	\$ 162,364	\$ 342,968	\$ 186,604
SF Public Utilities Commission:			
SFWE	\$ 7,461,833	\$ 9,770,788	\$ 2,308,953
HHWP	\$ 2,387,622	\$ 1,959,603	\$ (398,019)
Other A&G - SFWE	\$ 8,234,799	\$ 3,770,749	\$ (4,464,050)
Other A&G - HHWP	\$ -	\$ 3,280,434	\$ 3,280,434
Compliance audit	\$ 95,338	\$ 100,000	\$ 4,662
Total administrative and general expenses	\$ 18,824,396	\$ 19,751,399	\$ 927,003
Property taxes (outside city only):			
SFWE	\$ 964,040	\$ 969,287	\$ 5,247
HHWP	\$ 120,923	\$ 139,732	\$ 18,809
Total property taxes	\$ 1,084,963	\$ 1,109,019	\$ 24,056
Capital Cost Recovery			
Pre-2009 Assets			
SFWE	\$ -	\$ 24,051,326	\$ 24,051,326
HHWP	\$ -	\$ 3,118,033	\$ 3,118,033
Debt Service on New Assets			
SFWE	\$ -	\$ 17,952,931	\$ 17,952,931
HHWP	\$ -	\$ -	\$ -
Revenue Funded Assets			
SFWE	\$ -	\$ 8,381,400	\$ 8,381,400
HHWP	\$ -	\$ 7,740,688	\$ 7,740,688
Total Capital Cost Recovery	\$ 46,378,941	\$ 61,244,378	\$ 14,865,437
Total Wholesale Revenue Requirement	\$ 120,645,291	\$ 140,994,735	\$ 20,349,444
Balancing Account July 1			
Interest on adjusted beginning balance	\$ 21,176,614	\$ -	\$ 21,176,614
Wholesale revenues billed	\$ 529,415	\$ -	\$ 529,415
Wholesale revenues billed	\$ (123,604,000)	\$ (147,247,500)	\$ 23,643,500
Excess use charges billed	\$ -	\$ -	\$ -
Wholesale Revenue Coverage Reserve	\$ -	\$ 4,488,233	\$ 4,488,233
Other adjustments	\$ -	\$ -	\$ -
Settlement adjustments	\$ 21,006	\$ 21,006	\$ -
1984 Agreement Balancing Account Credits	\$ -	\$ 1,997,220	\$ 1,997,220
Balancing Account June 30	\$ 18,768,326	\$ 253,694	\$ 18,514,632

Attachment P
REPRESENTATION LETTER

Certification Pursuant to Water Sales Agreement (the Agreement) between the City and County of San Francisco (San Francisco) and certain wholesale customers in the counties of San Mateo, Santa Clara, and Alameda (the Wholesale Customers) effective July 1, 2009.

Each of the undersigned certifies that:

1. I have reviewed San Francisco Water Department and Hetch Hetchy Water & Power Department Report on the Calculation of the Wholesale Revenue Requirement and Statement of Changes in the Balancing Account (the Statement) for the year ended June 30, 200X;

Based on my knowledge, this report and Statement do not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by the report;

Based on my knowledge, the Statement and other financial information included in the report, fairly presents in all material respects the proper costs incurred and allocated to the Wholesale Customers in accordance with the provisions of the Agreement.

The below certifying officers and I are responsible for establishing and maintaining internal control over financial reporting and have:

Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting for purposes of the preparation of the Statement.

Evaluated the effectiveness of the allocation procedures to ensure compliance with the terms of the Agreement.

The Statement fully complies with the contractual requirements of the Agreement and fairly presents, in all material respects, the allocation of costs to the Wholesale Customers in accordance with the Agreement.

General Manager, SFPUC Date

Assistant General Manager & Chief Financial Officer, SFPUC Date

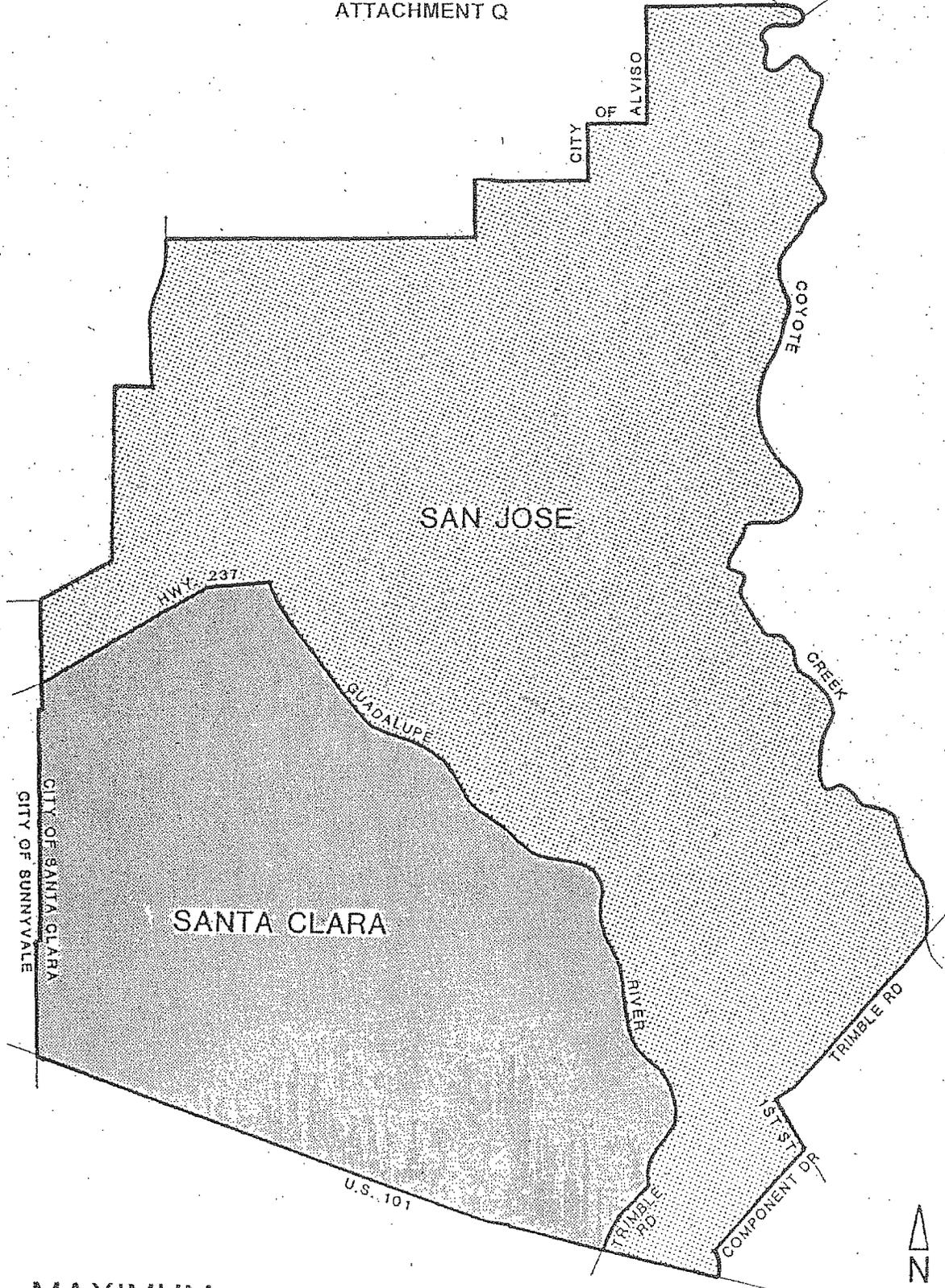
Finance Director, SFPUC Date

Accounting Manager, SFPUC Date

Financial Planning Manager, SFPUC Date

Senior Rates Administrator, SFPUC Date

ATTACHMENT Q



MAXIMUM
SERVICE AREAS

APPENDIX C

South Bay Water Recycling Contract

AGREEMENT
FOR
OPERATION AND MAINTENANCE
OF
RECYCLED WATER DISTRIBUTION FACILITIES
BETWEEN CITY OF SAN JOSE
AND
CITY OF SANTA CLARA

This agreement ("Agreement ") is made and entered into on this 19th day of August, 1997 ("Effective Date"), between the City of San Jose, as Administering Agency of the Publicly Owned Treatment Works (POTW) now called the San Jose/Santa Clara Water Pollution Control Plant (WPCP) hereinafter referred to as the "Wholesaler" and the City of Santa Clara, a chartered municipal corporation of the State of California, hereinafter referred to as "City". Wholesaler and City may be referred to herein individually as a "Party" or collectively as the "Parties" or "Parties to this Agreement."

RECITALS

WHEREAS:

- A. Wholesaler and City are Parties to an agreement entitled a Sewage Treatment Plant Agreement dated May 6, 1959, Master Agreements for Wastewater Treatment dated on or about March 1, 1983, First Amendments to Master Agreement for Wastewater Treatment", dated on or about December 17, 1985, and a Second Amendment to Master Agreement for Wastewater Treatment dated on or about November 21, 1995 (collectively "Prior Agreement"), defining rights and responsibilities concerning a Publicly Owned Treatment Works (POTW) now called the San Jose/Santa Clara Water Pollution Control Plant (WPCP); and
- B. Wholesaler has certain authority as the Administering Agency under the Prior Agreement and as such is entitled to all powers common both to the City of San Jose and the City of Santa Clara; and

- C. On October 20, 1993 , the San Francisco Bay Regional Water Quality Control Board re-issued and revised the WPCP regulatory permit to authorize development of a 21 million gallon per day (mg) nonpotable recycling project ("Project"); and
- D. The entities that discharge wastewater through the WPCP, including Wholesaler and City are supporting the development and construction of the Project, and have previously agreed to share in the capital and operation and maintenance costs of the Project;and
- E. Wholesaler and City are parties to an agreement entitled "South Bay Water Recycling Program Wholesaler - Retailer Agreement for Supply of Recycled Water between the City of San Jose and the City of Santa Clara " dated June 13, 1995 ("Retailer Agreement"); and
- F. Wholesaler and City are parties to an agreement entitled "Agreement for Engineering, Construction and Construction Services by and between the City of Santa Clara and the City of San Jose for Implementation of Portions of the South Bay Water Recycling Program," dated May 24, 1995 ("Construction Agreement"); and
- G. Wholesaler and City are parties to an agreement entitled "Agreement for Sale of Recycled Water Distribution System between the City of San Jose and City of Santa Clara", dated February 6, 1996 ("Sale Agreement"); and
- H. Wholesaler and City desire for City to perform the necessary operation and maintenance services on the facilities of the recycled water distribution system which are located within City's boundaries.

AGREEMENT PROVISIONS

For and in consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

ARTICLE A. INTRODUCTORY PROVISIONS

1. **Term** - The initial term of this Agreement shall commence on approval of the O & M Manual by City, as set forth in Article B, Section 1 below, and shall continue through June 30, 1998.
2. **Renewal** - This Agreement shall be automatically renewed annually, upon submission and approval by the Parties of City's annual O & M Workplan, as set forth in Article D, Section 2 below. This Agreement shall automatically terminate at the end of the last Fiscal Year (June 30th) for which a City O & M Workplan is approved, if City's O & M Workplan for the following Fiscal Year has not been approved by both Parties.
3. **Termination** - This Agreement may be terminated for convenience by either Party upon six months written advance notice to the other Party. This Agreement may be terminated at any other time as mutually agreed to by the Parties. This Agreement may be terminated by either Party in the event of default by the other Party, pursuant to Article F, Section 9 below.

ARTICLE B. SCOPE OF SERVICES TO BE PROVIDED BY CITY

1. **Performance Standards** - City shall operate and maintain all recycled water pipelines and fixed equipment, including valves, pumps, reservoirs, sampling points, Wholesaler-owned meters, and related appurtenances, located within City and originating from the WPCP and terminating at the downstream side of curb stop or water valve at customer retail meter ("Distribution Facilities") in a professional manner and in compliance with applicable permits, laws, regulations, and the O & M Manual, so as to continue the availability of recycled water to the City's customers, within the system protocols, including possible flow reductions. "O&M Manual" shall mean the Operations and Maintenance Manual, which will include guidelines for operating and maintaining the Distribution Facilities, and is to be prepared and updated from time to time by Wholesaler and reviewed and approved by City prior to performance of services by City.

2. **Staffing** - City shall be responsible for providing emergency on-call services 7 days per week, 24 hours per day with personnel trained in the routine and/or repetitive repair and replacement activities necessary to maintain the Distribution Facilities in good operating condition, including all activities required or recommended by any equipment manufacturer; all activities required to ensure compliance with regulatory requirements, except as specifically assigned to Wholesaler under this Agreement; and all activities approved by Wholesaler and City to maximize the useful life of the Distribution Facilities.
3. **Service Area** - Boundaries of area for O & M services to be provided under this Agreement are set forth in EXHIBIT A which is attached hereto and incorporated by reference herein.
4. **Response Procedure** - City shall respond effectively to field problems and complaints in a manner consistent with the City's established response procedures for City's potable water service.
5. **Basic Services** - City shall provide the following as "Basic Services":
 - a. Operation and Maintenance of Distribution Facilities, in accordance with the Performance Standards set forth in Article B, Section 1 above, including but not limited to provision of all chemicals, contract services and replacement parts; and other consumables used directly for operation and maintenance activities and disposal of all waste matter, including construction spoils, waste chemicals and lubricants, contaminated water, etc. generated as a result of operation and maintenance activities.
 - b. Security and inspection of Distribution Facilities.
 - c. Ongoing data entry for a computerized maintenance management system, on hardware and software provided by the Wholesaler.
 - d. Locating mains and services, including underground service alert locating and marking.
 - e. Coordinate work with Wholesaler and other operation and maintenance service providers.

- f. Maintain operation and maintenance records, including time and cost accounts.
 - g. Maintain inventory of capital equipment involving Wholesaler funds.
 - h. Maintain as-built drawings of Distribution Facilities and periodically provide updated drawings to Wholesaler.
 - i. Monitoring and enforcement activities relating to customer use of recycled water, during the hours of the standard workshift for City's potable water system, including: any routine inspections required under Title 22 of the California Administrative Code; reconnaissance and policing to prevent overspray and cross connections and to protect aesthetics; and review and inspection of customer facility plan and specifications.
6. **Emergency Services** - City shall provide such non-routine and/or non-repetitive activities required for operational continuity, safety and performance generally due to a failure, or to avert a failure of, the Distribution Facilities, caused by an event which occurs beyond the control of City. ("Emergency Repair and Replacement Services"); provided, however, that City shall not be required to incur costs to perform Emergency Repair and Replacement Services beyond the amount contained in City's approved O & M Workplan. City shall give immediate verbal notice to Wholesaler of any emergency situation that occurs between 8:00 a.m. - 4:30 p.m. weekdays, and shall call the Wholesaler's Emergency Operator, after hours, weekends, and holidays, with follow-up written confirmation by personal delivery or fax on the same day verbal notice is given, or on the next business day if verbal notice is not given during business hours. City shall only perform Emergency Repair and Replacement Activities prior to notifying Wholesaler, when necessary to protect health, safety or property or for the continued delivery of recycled water to the Retailer's customer(s). City shall provide Wholesaler with a written report detailing any Emergency Repair and Replacement Services by the end of the next business day following commencement of such Emergency Repair and Replacement Services.
7. **Supplemental Services** - City shall provide, the following as "Supplemental Services", upon request by Wholesaler and agreement by

the Parties as to the compensation to be paid for such Supplemental Service through inclusion in the O & M Workplan :

- a. Recycled water sampling and analysis.
 - b. Supervision and inspection of work done by Wholesaler's contractor.
 - c. Written cost estimates for capital improvements.
 - d. Operation and maintenance of ground water monitoring well(s) that are part of the SBWRP.
 - e. Periodic test and inspection of on-site facilities.
 - f. Cathodic protection testing and maintenance.
 - g. Customer retrofit plans and new plan review and approval, and inspections.
8. **Coordination of Services** - City shall at all times maintain communication with Wholesaler and other O & M service providers. City shall notify Wholesaler at least 48 hours in advance of any planned operations and maintenance activity which will substantially reduce the delivery of recycled water.

ARTICLE C. WHOLESALER RESPONSIBILITIES

1. **Operational and Administrative Responsibilities** - Wholesaler shall be responsible for operation and maintenance of all Project facilities except Distribution Facilities, including coordination of operations and maintenance distribution facilities located outside City by other service providers, in a professional manner and in compliance with applicable permits, laws, regulations; and the O & M Manual, so as to continue the availability of recycled water to the City's customers, within the system protocols, including possible flow reductions.; coordination with Treatment Plant Advisory Committee and San Jose City Council; except as specifically delegated to City herein, regulatory compliance, including compliance with Water Reclamation Blanket Permit; emergency

operations management; and dispatch functions, when necessitated by abnormal operating conditions of the Distribution Facilities.

2. **External Payments** - Wholesaler shall be responsible for the supply of power to Distribution Facilities and shall directly pay all gas and electric bills incurred in operation of Distribution Facilities. Wholesaler shall also be responsible for payment of all costs and fees imposed by state or county regulatory agencies related to testing, sampling, plan review, inspection, monitoring and permit compliance, and for direct payment to any subcontractors that are contracted directly by the Wholesaler.
3. **Notice of Service Reduction** - Wholesaler shall notify City at least forty eight (48) hours in advance of any Wholesaler planned operations and maintenance activity which will substantially reduce delivery of recycled water.

ARTICLE D. COMPENSATION

1. For the purpose of determining compensation under this Article D, the following definitions shall apply:
 - (a) "Administrative Overhead" shall mean costs incurred by City to provide administrative support for work performed pursuant to this Agreement. Administrative Overhead may include office supplies and equipment such as computers and printers, and photocopying services.
 - (b) "Direct Labor" shall mean wages paid by City to a City employee for work performed pursuant to this Agreement, based on hours worked, exclusive of retirement and other benefits.
 - (c) "Direct Labor Overhead" shall mean compensation paid by City to a City employee, for work performed pursuant to this Agreement, other than wages, including but not limited to paid holidays, vacation and sick leave pay, retirement, life insurance, and medical insurance.

(d) "Direct Supplies" shall mean all chemicals and other consumables used directly for O & M activities.

2. **Annual Workplan** - On or before March 1 of each year during the term of this Agreement, City shall submit a written annual workplan ("O & M Workplan") to Wholesaler for approval. The O & M Workplan shall describe the resources that City plans to utilize during the succeeding fiscal year for the performance of work required under this Agreement, including any Supplemental Services that City anticipates providing. The O & M Workplan shall include City's budgetary estimate for Basic Services to be performed by City pursuant to this Agreement in the succeeding fiscal year. In addition, the O & M Workplan shall include a budgetary contingency for Emergency Repair and Replacement Services to be performed by City pursuant to this Agreement in the succeeding fiscal year, and a budgetary estimate for any Supplemental Services which City proposes to perform in the succeeding fiscal year. City's budgetary estimates shall be prepared using a format and level of detail to be agreed upon by the parties which will allow the budgetary estimates to be incorporated into the annual WPCP operating budget. The O & M Workplan, shall be considered and approved by Wholesaler as part of the annual WPCP operating budget process. Any modifications made during the budget process by Wholesaler to the budgetary estimates provided in the O & M Workplan shall be subject to approval by both parties.
3. **Mid-Year Plan Adjustments**- In the event that City or Wholesaler should determine that mid-year amendment of City's O & M Workplan is necessary to add Supplemental Services not included in City's approved O & M Workplan, or to increase the funding for Emergency Repair and Replacement Services, either City or Wholesaler may propose a mid-year Workplan adjustment, which shall be considered as part of the mid-year WPCP operating budget adjustment process.
4. **Compensation for Basic and Supplemental Services** - Compensation for Basic Services and Supplemental Services payments shall be based on City's O & M Workplan, as approved by Wholesaler, for such services.

5. **Compensation for Emergency Repair and Replacement Services** - Wholesaler shall pay City for Emergency Repair and Replacement Services, based on the actual cost incurred by City to perform Emergency Repair and Replacement Services, including City's Direct Labor Cost, Direct Labor Overhead, Direct Supplies, and Administrative Overhead, up to total amount set forth in City's approved Workplan for such Emergency Repair and Replacement Services.

6. **Payment** - Payment for Basic Services, Supplemental Services, and Emergency Repair and Replacement Services for the current fiscal year (July 1 through June 30) shall be made in two equal installments, September 1 and January 1. The City shall present invoices at least thirty (30) days prior to the date payment is due. The invoices shall indicate separately the compensation for Basic Services and Supplemental Services. Wholesaler shall make payment to City in the amount of the invoice by the due date or within forty five (45) days of receipt of the invoice, whichever is later. The format of the invoice shall be as mutually agreed upon by both Parties

7. **Payment Adjustment** - At the time that the January 1 invoice is submitted, as indicated in Article D.3. above, City shall provide Wholesaler with a statement regarding the amount actually expended by City for provision of Basic Services, Supplemental Services and Emergency Repair and Replacement Services in accordance with this Agreement during the preceding fiscal year. The statement shall itemize the amounts expended by City for Direct Labor, Direct Labor Overhead, Direct Supplies and Administrative Overhead in the preceding fiscal year. Administrative Overhead shall not exceed sixteen percent (16%) of Direct Labor. In the event that the total of City's expenditures for Direct Labor, Direct Labor Overhead, Direct Supplies and Administrative Overhead are less than the sum of all payments made by Wholesaler to City pursuant to this Agreement during the preceding fiscal year, Wholesaler shall be entitled to a credit on the next payment to be made to City under this Agreement, in the amount of the excess of total payments over costs.

8. **Audits and Access** - Wholesaler shall have the right to conduct an audit and evaluation of the City's operations and maintenance performance, including operations, activities, and records. City agrees to fully cooperate with any such audit. Wholesaler may employ consultants at the Wholesaler's expense to assist City in the audit. City shall give Wholesaler access to the Distribution Facilities and its records at all reasonable times with reasonable notice.

ARTICLE F. GENERAL PROVISIONS

1. **Ownership** - Wholesaler shall be the sole owner of the Distribution Facilities and Wholesaler shall be responsible for any damage or destruction caused by or to the Distribution Facilities, except for damage or destruction caused by City's failure to operate and maintain the Distribution Facilities as required under this Agreement. Customer meters may be owned by City or customer and Wholesaler shall have no responsibility for any damage or destruction caused by or to meters. On-site facilities shall be owned by the recycled water customer.
2. **Use of Streets, Easements and Rights of Way**- Wholesaler shall have a perpetual non-exclusive easement in City streets, easements and rights of way for operation and maintenance of the Distribution Facilities within City limits, without payment of any fee or charge to City, except as set forth in this Agreement. City shall have the perpetual non-exclusive right to use any easements and rights of way acquired by Wholesaler for operation of the Distribution Facilities, to the extent permitted under the terms of the acquisition, for such uses as do not conflict with operation and maintenance of the Distribution Facilities. This provision shall survive the termination of this Agreement.
3. **Relocation of Facilities** - Except for Distribution Facilities located within easements or rights of way owned by Wholesaler, if City determines that modification of City owned or operated improvements which are located in City streets, easements or rights of way prior to the installation of the Distribution Facilities, necessitate the relocation of the Distribution Facilities, Wholesaler shall relocate the Distribution Facilities to a suitable

location at Wholesaler's cost and expense. In the event that Wholesaler modification of Distribution Facilities in Wholesaler owned easements or rights of way necessitate the relocation of the City facilities located in such easements or rights of way, City shall relocate such facilities to a suitable location at City's cost and expense. Each Party shall notify the other Party as soon as the need for a relocation of facilities is identified, Relocation shall occur within eighteen (18) months of receiving written

4. **Licenses and Permits** - Licenses or permits, including encroachment permits, necessary for operation and maintenance of the Distribution Facilities within the O & M Area, may be held in the name of either or both Parties, with the understanding that each Party shall be entitled to exercise any right provided to either of the Parties under the permit or license to the extent necessary to perform its obligations under this Agreement. Any work within the City of Milpitas requires an encroachment permit and construction permit from City. Wholesaler shall be responsible for payment of all costs or fees associated with any such licenses or permits.
5. **Indemnification** - Wholesaler shall hold City, its City Council, officers, agents and employees, free and harmless from any and all costs, liability, damages or health-related claims arising out of any act or omission to act, including any negligent act, by Wholesaler, its officers, agents or employees arising out of the Wholesaler's performance of its obligations under this Agreement. City shall hold Wholesaler, its officers, agents and employees, free and harmless from any and all cost liability, damages or health-related claims arising out of any act or omission to act, including any negligent act, by City, its officers, agents or employees arising out of the City's performance of its obligations under this Agreement. Nothing contained herein shall be construed, however, as a waiver of any immunities or defenses that either party may have under applicable provisions of the California Tort Claims Act (Government code Section 810 et seq.)
6. **Insurance** - Each of the Parties is self insured. Each Party agrees to provide the other with a certificate of self insurance, confirming that its self

insurance program provides coverage equivalent to the insurance requirements set forth in Exhibit B, which is attached hereto and incorporated by reference herein.

7. **Means of Communication** - Wholesaler and City shall conduct communications through the most appropriate means. Wholesaler and City shall maintain means of communication among the following: telephone, facsimile machine, electronic mail, computer network, two-way radio, cellular telephone, and pagers.
8. **Notices** - All notices or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either Party to the other, shall be deemed to have been given or made or sent when made in writing and deposited in the United States mail, registered, or certified, postage prepaid, and addressed as follows:

Wholesaler: Director, Environmental Services Department
 SJ/SC Water Pollution Control Plant
 700 Los Esteros Road
 San Jose, California 95134
 telephone number: (408)945-5300
 fax number: (408)9945-5442

City: Director Water and Sewer Utilities
 City of Santa Clara
 1500 Warburton Ave.
 Santa Clara CA. 95050
 telephone number: (408)984-3183
 fax number: (408)247-0784

The address to which any notice or other writing may be given or made or sent to either Party may be changed upon written notice given by such Party as above provided.

9. **Reasonable Cooperation** - If any third party claim is made against either or both Parties relating in any way to the receipt, distribution or use of

recycled water hereunder, each Party agrees to provide reasonable cooperation to the other Party under the circumstances in the defense of such claims in any proceeding, including without limitation, arbitration, judicial proceedings or administrative proceedings.

10. **Default** - In addition to all other rights and remedies that either Party may have in the event of a default under this Agreement, the non defaulting Party may provide a written notice of default to the defaulting Party, specifying the nature of the default and demanding that the default be corrected as soon as reasonably practicable. If the default cannot reasonably be corrected within thirty (30) days of the date of the notice, the defaulting party shall be responsible for commencing the correction and providing the non-defaulting party with a schedule for completing the correction within thirty (30) days of the date of the notice . If a material default is not corrected within thirty (30) days of the date of a notice of default, or a schedule for correction is not provided within said thirty (30) day period and correction is not completed within such additional reasonable time as may be set forth in the schedule provided by the defaulting Party, the nondefaulting Party may, at its sole option, in addition to any and all other remedies it may have in law or equity, terminate this Agreement immediately by providing written notice of termination to the defaulting Party; provided, however, City shall be compensated for all services provided and all costs incurred hereunder as of such termination date.
11. **Force Majeure** - The Parties shall be excused from strict performance hereunder, to the extent that performance is impeded or prevented by occurrence of force majeure, which shall be deemed to include, without limitation, act of God, acts of local, federal or state government in either its sovereign or contractual capacity, fire, flood, earthquake, epidemic, war, labor disputes, and any other similar cause beyond the control of the responsible Party .
12. **Dispute Resolution** - Any controversies between Parties regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within 30

days of the written request of one Party after the service of that request on the other Party. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request that the Superior Court of Santa Clara County appoint a mediator. The mediation meeting shall not exceed one day (eight hours). The Parties may agree to extend the time allowed for mediation under this Agreement. The costs of mediation shall be borne by the Parties equally. Mediation under this section is a condition precedent to filing an action in any court.

13. **Waiver of Rights** - Any waiver at any time by either Party of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter. None of the covenants or agreements contained in this Agreement can be waived except by the written consent of the waiving Party.
14. **Severability** - If any one or more of the covenants or terms and conditions set forth in this Agreement on the part of either Wholesaler or City, or both of them, to be performed should be contrary to any provision of law or contrary to the policy of law to such extent as to be unenforceable in any court of competent jurisdiction, then such covenant(s), and/or terms and conditions, shall be deemed to be null and void and shall be deemed separable from the remaining covenant(s) and/or terms and conditions and shall in no way affect the validity of this Agreement.
15. **Paragraph Headings** - Paragraph headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof.
16. **Successors and Assigns** - Subject to the provisions of the succeeding Section 16 hereof, this Agreement and all the covenants, terms and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

17. **Assignment** - No assignment or transfer by either Party of this Agreement or any part hereof, or of any rights or obligations hereunder or interest herein, shall be valid unless approved by the other Party, which approval each Party agrees shall not be unreasonably withheld. The foregoing provisions of this Section 16 to the contrary notwithstanding, no consent shall be required on an assignment to a public agency with the power of eminent domain; provided, such public agency expressly assumes the obligations of this Agreement and provided, further, that if said public agency assumes only a portion of the obligations of this Agreement, City shall remain obligated for the remainder of such obligation. The City shall provide written notification to the Wholesaler of such assignment.

18. **Governing Law and Venue**- This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively in the state courts of the County of Santa Clara, or where otherwise appropriate; exclusively in the United States District court, Northern District, San Jose, California.

19. **Integrated Agreement** - There are no understandings or agreements between the parties as to matters covered by this Agreement except as herein expressly stated.

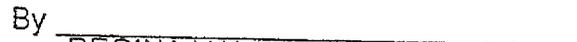
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SAN JOSE, CALIFORNIA

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

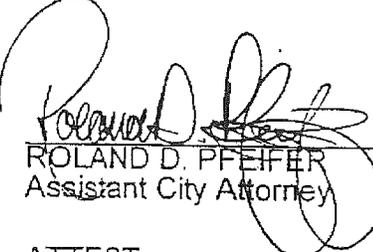

MOLLIE J. DENT
Senior Deputy City Attorney

By 
REGINA V.K. WILLIAMS
City Manager

CITY OF SANTA CLARA, CALIFORNIA

APPROVED AS TO FORM:

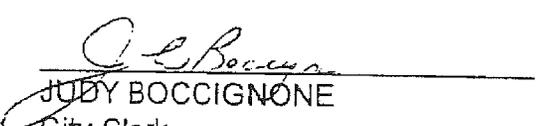
CITY OF SANTA CLARA, a municipal corporation


ROLAND D. PFEIFER
Assistant City Attorney

By 
JENNIFER SPARACINO
City Manager

ATTEST:

1500 Warburton Avenue
Santa Clara, CA. 95050


JUDY BOCCIGNONE
City Clerk

WHOLESALER - CITY AGREEMENT
FOR
OPERATION AND MAINTENANCE
OF
RECYCLED WATER DISTRIBUTION FACILITIES

BETWEEN CITY OF SAN JOSE
AND
CITY OF SANTA CLARA

EXHIBIT A

DISTRIBUTION FACILITIES BOUNDARIES FOR CITY'S O&M AREA

CITY OF SANTA CLARA, CALIFORNIA

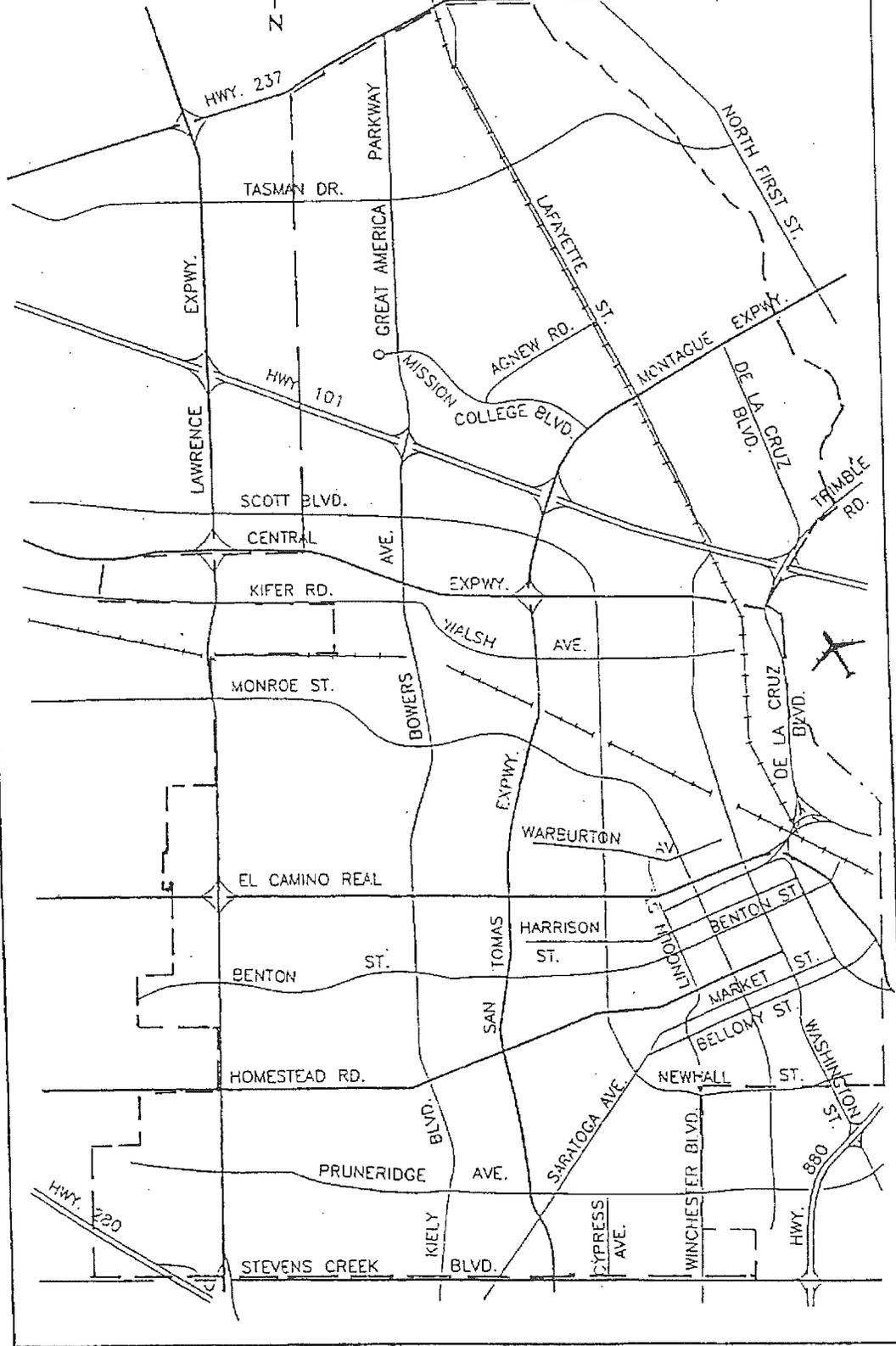
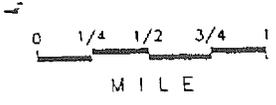


EXHIBIT A
A-2

APPENDIX D

The proposed Project Scheme A water demand and impacts were calculated using the following data:

- 1) 5,724,400 square feet of office space at 0.140 gpd/square foot = 801,416.0 gpd
= 292,516,840 gpy = 897.7 acre ft/yr
- 2) 1,502,000 square feet of retail space at 0.076 gpd/square foot = 114,152.0 gpd
= 41,665,480 gpy = 127.9 acre ft/yr ^a
- 3) 578,000 square feet of hotel space at 0.48 gpd/square foot = 277,440.0 gpd
= 101,265,600 gpy = 310.8 acre ft/yr
- 4) 4,521,500 square feet of irrigation at 0.077 gpd/square foot = 348,155.5 gpd
= 127,076,750 gpy = 390.0 acre ft/yr ^b
- 5) 1,360 multifamily residential units at 121 gpd/unit = 164,560.0 gpd
= 60,064,400 gpy = 184.3 acre ft/yr
- 6) Total = 622,589,078 gpy = 1,910.6 acre ft/yr
- 7) Average Historical Use: 2005-2010 = 311.3 acre ft/yr
- 8) Increase Water Demand for Project =
Total Projected Demand (1,910.6 acre ft/yr) - Historical Use (311.3 acre ft/yr) = 1,599.3
acre ft/yr

The proposed Project Scheme B water demand and impacts were calculated using the following data:

- 1) 6,684,400 square feet of office space at 0.140 gpd/square foot = 935,816.0 gpd
= 341,572,840 gpy = 1,048.2 acre ft/yr
- 2) 1,702,000 square feet of retail space at 0.076 gpd/square foot = 129,352.0 gpd
= 47,213,480 gpy = 144.9 acre ft/yr ^a
- 3) 578,000 square feet of hotel space at 0.48 gpd/square foot = 277,440.0 gpd
= 101,265,600 gpy = 310.8 acre ft/yr
- 4) 4,521,500 square feet of irrigation at 0.077 gpd/square foot = 348,155.5 gpd
= 127,076,750 gpy = 390.0 acre ft/yr ^b
- 5) 200 multifamily residential units at 121 gpd/unit = 24,200.0 gpd
= 8,833,000 gpy = 27.1 acre ft/yr
- 6) Total = 625,961,680 gpy = 1,921.0 acre ft/yr
- 7) Average Historical Use: 2005-2010 = 311.3 acre ft/yr
- 8) Increase Water Demand for Project =
Total Projected Demand (1,921.0 acre ft/yr) - Historical Use (311.3 acre ft/yr) = 1,609.7
acre ft/yr

^a 0.076 gallons/sf/day is the estimate that is based on information from BKF Engineers and is consistent with the City's existing factor for retail space.

^b 0.077 gallons/sf/day is the estimate that is based on information from Department of Water Resources – Water Budget Workbook – Calculation of Maximum Applied Water Allowance (MAWA) based on Model Water Efficiency Landscape Ordinance

APPENDIX E

Project – Scheme A

Project	Address	Number	Units	Use	Water Demand Rate unit/day	Water Demand gallons/year	Water Demand (acre feet/year)	Existing Demand (acre feet/year)	Demand Delta (acre feet/year)	Recycled water available	Anticipated year built	Calendar year soonest	Calendar year latest
3000 Bowers Avenue*	3000 Bowers Avenue	300,000	sq. ft.	Office	54,000.00 gal/day	19,710,000.00	60.5	0.7	143.99	No	1-3 years	2013	2015
		92,925	sq. ft.	Irrigation	75,176.30 gal/day	27,439,358.60	84.2						
2200 Lawson Lane*	2200 Lawson Lane	300,000	sq. ft.	Office	54,000.00 gal/day	19,710,000.00	60.5	5.8	141.09	No	1-3 years	2014	2016
		95,300	sq. ft.	Irrigation	77,097.70 gal/day	28,140,660.50	86.4						
4301, 4401, 4551 Great America Pkwy	4301, 4401, 4551 Great America Pkwy	718,000	sq. ft.	Office	129,240.0 gal/day	47,172,600.00	144.8	1.9	350.6	Yes	1-5 years	2014	2016
		229,239	sq. ft.	Irrigation	185,454.40 gal/day	67,690,838.10	207.7						
3700 El Camino Real	3700 El Camino Real	475	Dwelling units	Residential	142,500.0 gal/day	52,012,500.00	159.6	1.2	286.3	No	2 years	2016	2019
		86,388	sq. ft.	Retail	6,565.5 gal/day	2,396,403.10	7.4						
		133,000	sq. ft.	Irrigation	107,597.0 gal/day	39,272,905.00	120.5						
3333 Scott Blvd.	3333 Scott Blvd.	1,358,647	sq. ft.	Office	190,211 gal/day	69,427,015	213.1	9.5	240.1	Yes	1-3 years	2015	2017
		284,000	sq. ft.	Irrigation	24,140 gal/day	8,811,100	27						

Project	Address	Number	Units	Use	Water Demand Rate unit/day	Water Demand gallons/year	Water Demand (acre feet/year)	Existing Demand (acre feet/year)	Demand Delta (acre feet/year)	Recycled water available	Anticipated year built	Calendar year soonest	Calendar year latest
3515 Monroe St.	3515 Monroe St.	825	Dwelling units	Residential	141,075.0 gal/day	51,492,375.00	158	6.1	179.6	No	1-2 years	2015	2017
		14,929	sq. ft.	Amenity Space	1134.6 gal/day	414,130.50	1.3						
		15,200	sq. ft.	Retail	1,155.20 gal/day	421,648.00	1.3						
		20,000	sq. ft.	Market	4,800.00 gal/day	1,752,000.00	5.4						
		5,000	sq. ft.	Restaurant	5,200.00 gal/day	1,898,000.00	5.8						
		161,483	sq. ft.	Irrigation	12,434.20 gal/day	4,538,479.70	13.9						
Santa Clara Square	2465-2727 Augustine 3333 Bowers	138,000	sq. ft.	Retail	10,488.00 gal/day	3,828,120.00	11.7	46.8	314.1	Yes	1-2 years	2014	2015
		1,862,100	sq. ft.	Office	260,694.00 gal/day	95,153,310.00	292						
		503,900	sq. ft.	Irrigation (Recycled)	38,800.30 gal/day	14,162,109.50	43.5						
		158,000	sq. ft.	Irrigation (Potable)	12,166.00 gal/day	4,440,590.00	13.6						
City Place Parcel 5 (Phase 1)	TBD	258,000	sq. ft.	Office	36,120 gal/day	13,183,800.00	40.5	311.3	(78.3)	Yes	3 years	2019	2019
		87,000	sq. ft.	Retail	6,612 gal/day	2,413,380.00	7.4						
		280,000	sq. ft.	Hotel	134,400 gal/day	49,056,000.00	150.5						
		87,100	sq. ft.	Irrigation	87,100 gal/day	2,447,945.50	7.5						
		200	Dwelling units	Residential	24,200 gal/day	8,833,000.00	27.1						

Project	Address	Number	Units	Use	Water Demand Rate unit/day	Water Demand gallons/year	Water Demand (acre feet/year)	Existing Demand (acre feet/year)	Demand Delta (acre feet/year)	Recycled water available	Anticipated year built	Calendar year soonest	Calendar year latest
City Place Parcel 4 (Phases 2-4)	TBD	1,386,400	sq. ft.	Office	194,096.0 gal/day	70,845,040.0	217.4	0**	775.6	Yes	3-6 years	2020	2023
		1,415,000	sq. ft.	Retail	107,540.0 gal/day	39,252,100.0	120.5						
		298,000	sq. ft.	Hotel	143,040.0 gal/day	52,209,600.0	160.2						
		1,393,900	sq. ft.	Irrigaion	107,330.3 gal/day	51,231,400.0	120.2						
		1,160	Dwelling units	Residential	140,360.0 gal/day	51,231,400.0	157.2						
City Place Parcel 3 (Phase 5)	TBD	720,000	sq. ft.	Office	100,800.0 gal/day	36,792,000.0	112.9	0**	192.9	Yes	3 years	2025	2025
		927,800	sq. ft.	Irrigation	71,440.6 gal/day	26,075,819.0	80.0						
City Place Parcel 1 (Phase 6)	TBD	1,200,000	sq. ft.	Office	168,000.0 gal/day	61,320,000.0	11.7	0**	259.9	Yes	3 years	2027	2027
		832,000	sq. ft.	Irrigation	64,064.0 gal/day	23,383,360.0	71.8						
City Place Parcel 2 (Phase 7)	TBD	1,080,000	sq. ft.	Office	151,200.0 gal/day	55,188,000.0	169.4	0**	224.6	Yes	3 years	2029	2029
		640,350	sq. ft.	Irrigation	49,306.95 gal/day	17,997,036.75	55.2						
City Place Parcel 2 (Phase 8)	TBD	1,080,000	sq. ft.	Office	151,200.0 gal/day	55,188,000.0	169.4	0**	224.6	Yes	3 years	2031	2031
		640,350	sq. ft.	Irrigation	49,306.95 gal/day	17,997,036.75	55.2						

* Water demand for the table has been updated for office space per average daily flow of 0.140 gpd/sf versus the estimated peak water demand at 95% (0.482 mgd)
 ** Existing demand accounted for in Phase 1 of City Place project

Project – Scheme B

Project	Address	Number	Units	Use	Water Demand Rate unit/day	Water Demand gallons/year	Water Demand (acre feet/year)	Existing Demand (acre feet/year)	Demand Delta (acre feet/year)	Recycled water available	Anticipated year built	Calendar year soonest	Calendar year latest
3000 Bowers Avenue*	3000 Bowers Avenue	300,000	sq. ft.	Office	54,000.00 gal/day	19,710,000.00	60.5	0.7	143.99	No	1-3 years	2013	2015
		92,925	sq. ft.	Irrigation	75,176.30 gal/day	27,439,358.60	84.2						
2200 Lawson Lane*	2200 Lawson Lane	300,000	sq. ft.	Office	54,000.00 gal/day	19,710,000.00	60.5	5.8	141.09	No	1-3 years	2014	2016
		95,300	sq. ft.	Irrigation	77,097.70 gal/day	28,140,660.50	86.4						
4301, 4401, 4551 Great America Pkwy	4301, 4401, 4551 Great America Pkwy	718,000	sq. ft.	Office	129,240.0 gal/day	47,172,600.00	144.8	1.9	350.6	Yes	1-5 years	2014	2016
		229,239	sq. ft.	Irrigation	185,454.40 gal/day	67,690,838.10	207.7						
3700 El Camino Real	3700 El Camino Real	475	Dwelling units	Residential	142,500.0 gal/day	52,012,500.00	159.6	1.2	286.3	No	2 years	2016	2019
		86,388	sq. ft.	Retail	6,565.5 gal/day	2,396,403.10	7.4						
		133,000	sq. ft.	Irrigation	107,597.0 gal/day	39,272,905.00	120.5						
3333 Scott Blvd.	3333 Scott Blvd.	1,358,647	sq. ft.	Office	190,211 gal/day	69,427,015	213.1	9.5	240.1	Yes	1-3 years	2015	2017
		284,000	sq. ft.	Irrigation	24,140 gal/day	8,811,100	27						

Project	Address	Number	Units	Use	Water Demand Rate unit/day	Water Demand gallons/year	Water Demand (acre feet/year)	Existing Demand (acre feet/year)	Demand Delta (acre feet/year)	Recycled water available	Anticipated year built	Calendar year soonest	Calendar year latest
3515 Monroe St.	3515 Monroe St.	825	Dwelling units	Residential	141,075.0 gal/day	51,492,375.00	158	6.1	179.6	No	1-2 years	2015	2017
		14,929	sq. ft.	Amenity Space	1134.6 gal/day	414,130.50	1.3						
		15,200	sq. ft.	Retail	1,155.20 gal/day	421,648.00	1.3						
		20,000	sq. ft.	Market	4,800.00 gal/day	1,752,000.00	5.4						
		5,000	sq. ft.	Restaurant	5,200.00 gal/day	1,898,000.00	5.8						
		161,483	sq. ft.	Irrigation	12,434.20 gal/day	4,538,479.70	13.9						
Santa Clara Square	2465-2727 Augustine 3333 Bowers	138,000	sq. ft.	Retail	10,488.00 gal/day	3,828,120.00	11.7	46.8	314.1	Yes	1-2 years	2014	2015
		1,862,100	sq. ft.	Office	260,694.00 gal/day	95,153,310.00	292						
		503,900	sq. ft.	Irrigation (Recycled)	38,800.30 gal/day	14,162,109.50	43.5						
		158,000	sq. ft.	Irrigation (Potable)	12,166.00 gal/day	4,440,590.00	13.6						
City Place Parcel 5 (Phase 1)	TBD	258,000	sq. ft.	Office	36,120 gal/day	13,183,800.00	40.5	311.3	(78.3)	Yes	3 years	2019	2019
		87,000	sq. ft.	Retail	6,612 gal/day	2,413,380.00	7.4						
		280,000	sq. ft.	Hotel	134,400 gal/day	49,056,000.00	150.5						
		87,100	sq. ft.	Irrigation	87,100 gal/day	2,447,945.50	7.5						
		200	Dwelling units	Residential	24,200 gal/day	8,833,000.00	27.1						

Project	Address	Number	Units	Use	Water Demand Rate unit/day	Water Demand gallons/year	Water Demand (acre feet/year)	Existing Demand (acre feet/year)	Demand Delta (acre feet/year)	Recycled water available	Anticipated year built	Calendar year soonest	Calendar year latest
City Place Parcel 4 (Phases 2-4)	TBD	2,546,400	sq. ft.	Office	356,496.0 gal/day	130,121,040.0	399.3	0**	800.2	Yes	3-6 years	2020	2023
		1,415,000	sq. ft.	Retail	107,540.0 gal/day	39,252,100.0	120.5						
		298,000	sq. ft.	Hotel	143,040.0 gal/day	52,209,600.0	160.2						
		1,393,900	sq. ft.	Irrigation	107,330.3 gal/day	51,231,400.0	120.2						
City Place Parcel 3 (Phase 5)	TBD	720,000	sq. ft.	Office	100,800.0 gal/day	36,792,000.0	112.9	0**	192.9	Yes	3 years	2025	2025
		927,800	sq. ft.	Irrigation	71,440.6 gal/day	26,075,819.0	80.0						
City Place Parcel 1 (Phase 6)	TBD	1,200,000	sq. ft.	Office	168,000.0 gal/day	61,320,000.0	11.7	0**	259.9	Yes	3 years	2027	2027
		832,000	sq. ft.	Irrigation	64,064.0 gal/day	23,383,360.0	71.8						
City Place Parcel 2 (Phase 7)	TBD	980,000	sq. ft.	Office	137,200.0 gal/day	50,078,000.0	153.7	0**	217.4	Yes	3 years	2029	2029
		100,000	sq. ft.	Retail	7,600.0 gal/day	2,774,000.0	8.5						
		640,350	sq. ft.	Irrigation	49,306.95 gal/day	17,997,036.75	55.2						
City Place Parcel 2 (Phase 8)	TBD	980,000	sq. ft.	Office	137,200.0 gal/day	50,078,000.0	153.7	0**	217.4	Yes	3 years	2031	2031
		100,000	sq. ft.	Retail	7,600.0 gal/day	2,774,000.0	8.5						
		640,350	sq. ft.	Irrigation	49,306.95 gal/day	17,997,036.75	55.2						

* Water demand for the table has been updated for office space per average daily flow of 0.140 gpd/sf versus the estimated peak water demand at 95% (0.482 mgd)

** Existing demand accounted for in Phase 1 of City Place project

Meeting Date: 6-23-15

AGENDA REPORT

Agenda Item # 7B.1

City of Santa Clara, California



Date: June 8, 2015

To: City Manager for Council Action

From: Deputy City Manager

Subject: Approval of Amendment No. 1 to the Agreement between the City of Santa Clara and the Santa Clara Methodist Retirement Foundation

EXECUTIVE SUMMARY:

On May 6, 2014, the City Council approved the City's 2014-15 Annual Plan application to the U. S. Department of Housing and Urban Development (HUD) for the use of federal Community Development Block Grant (CDBG) funds. Included in that Plan was an appropriation of CDBG funds to finance the Water Pump Replacement Project at Liberty Tower. Liberty Tower is a 100-unit residential facility that provides affordable rental housing for very low- and low-income seniors. Council approved a standard CDBG Capital Loan Agreement with Santa Clara Methodist Retirement Foundation (SCMRF) to undertake that project on November 18, 2014. The project has experienced some unexpected delays and it is necessary to extend the utilization period from May 31, 2015 to December 31, 2015 in order for SCMRF to complete the project. A copy of the amendment can be viewed on the City's website or is available in the City Clerk's office during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The extension to the utilization period will allow SCMRF to complete the project by December 31, 2015. If the extension is not approved, SCMRF will not be able to complete their water pump replacement project.

ECONOMIC/FISCAL IMPACT:

There is no economic/fiscal impact in extending the utilization period.

RECOMMENDATION:

That Council approve and authorize the City Manager to execute Amendment No. 1 to the Agreement between the City of Santa Clara and the Santa Clara Methodist Retirement Foundation and all related documents to complete the water pump replacement project at Liberty Tower.

Tamera Haas
Deputy City Manager

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) *Amendment No. 1 to the Agreement Between the City of Santa Clara, California and the Santa Clara Methodist Retirement Foundation*

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
SANTA CLARA METHODIST RETIREMENT FOUNDATION**

PREAMBLE

This agreement ("Amendment No. 1") is by and between Santa Clara Methodist Retirement Foundation, Inc., a California non-profit corporation, with its principal place of business located at 890 Main Street, Santa Clara, California 95050 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Capital Loan Agreement By and Between the City of Santa Clara, California and Santa Clara Methodist Retirement Foundation" dated November 18, 2014 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide a circulating water pump replacement at Liberty Tower, and the Parties now wish to amend the Original Agreement to extend the utilization period from May 31, 2015 to December 31, 2015.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That paragraph number C of Section 6 entitled "Utilization of Funds" of the Original Agreement is hereby amended by deleting the existing Section 4 in its entirety and replacing it with the following:

Funds shall be paid by City under this Agreement shall only be for eligible expenses incurred during the Utilization Period. The Utilization Period of this Agreement shall begin on November 1, 2014 and terminate on December 31, 2015; and

That Section 4 of Exhibit A entitled "Project Performance Standards" of the Original Agreement, is hereby amended by deleting the existing Section 4 in its entirety and replacing it with the following:

"The timeline below constitutes the measurable goals by which Project performance will be evaluated.

<u>Work Phase</u>	<u>Completion Date</u>
Selection of a subcontractor for City's review and approval	Within nine (9) months of the execution of this Agreement.
Conduct Pre-Construction Meeting and issue "Notice to Proceed"	Within sixty (60) days of City approval of a subcontractor.
Completion of Construction Construction	Within three (3) months of the Pre-Meeting."

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

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

ATTEST:

ROD DIRIDON, JR.
City Clerk

“CITY”

SANTA CLARA METHODIST RETIREMENT FOUNDATION
a California non-profit Corporation

Dated: 6/9/15
By: Priscilla Haynes
(Signature of Person executing the Agreement on behalf of Contractor)
Name: PRISCILLA J. HAYNES
Title: Executive Director
Local Address: 890 Main Street
Santa Clara, CA 95050
Email Address: phaynes@scmrf.org
Telephone: (408) 243-6226
Fax: (408) 243-8430

“CONTRACTOR”



Date: June 9, 2015

To: City Manager for Council Action

From: Economic Development Officer/Assistant City Manager

Subject: Approval of Amendment No. 2 to the Professional Services Agreement with Keyser Marston Associates, Inc. increasing the total not to exceed amount to \$450,000 for Fiscal and Economic Analysis Related to the Development of City Place Santa Clara

EXECUTIVE SUMMARY:

Founded in 1973, Keyser Marston Associates (KMA) provides a wide array of real estate advisory services, specializing in public-private transactions, fiscal and economic impact analyses and real estate negotiations.

On April 9, 2013, the City entered into an Exclusive Negotiating Rights Agreement (ENA) with Related Santa Clara LLC (Developer) for the development of approximately 230 acres of land, currently being utilized as Santa Clara Golf and Tennis, in the North of Bayshore area. Due to the substantial resources necessary for the negotiation of a transaction, the ENA requires the developer to deposit funds with the City (Deposit) for its use during the ENA term. The Deposit may be used for City third party expenses related to, among other items, negotiating and preparing the Disposition and Development Agreement, form of Ground Lease and ancillary documents (Transaction Documents).

On December 19, 2013, the City entered into a professional services contract with KMA for services related to the Developer's proposal, City Place Santa Clara (Project) and on March 25, 2014, City Council approved Amendment No. 1 increasing the total not-to-exceed amount of the contract to \$250,000. The legal documents essential to the Project require specialized expertise in the areas of fiscal and economic analysis, complex financing options and real estate issues. KMA's assistance is critical to analysis necessary to determine appropriate ground lease rents to be documented in the Transaction Documents. To date, KMA has provided the necessary analysis in the development of the Term Sheets for both the City Place project and the Tasman Lots, which is also on the June 16 City Council agenda.

Approval of the recommended action would increase the not to exceed amount for the agreement to \$450,000 and extend the term of the Agreement through July 31, 2016. The funds necessary for this contract will be funded through the requisite Deposit as provided for in the ENA.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this amendment to the contract with Keyser Marston Associates, Inc. will allow the City to continue to receive fiscal and economic analysis related to the negotiation of City Place Santa Clara Transaction Documents. Keyser Marston Associates, Inc. has provided excellent advice and outstanding support with the Stadium project and through the redevelopment wind down. This type of expertise and assistance will be needed as the City Place transaction with the Developer is being negotiated.

City Manager for Council Action

Subject: Agreement with Keyser Marston Associates, Inc. for Fiscal and Economic Services on the City Place Santa Clara project

June 9, 2015

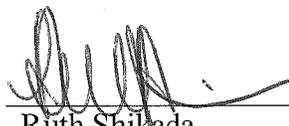
Page 2

ECONOMIC/FISCAL IMPACT:

This requested amendment increases funding for the Keyser Marston Associates agreement to \$450,000. Funding for this agreement is provided for in the ENA with the Developer. The ENA provides that if, after a meet and confer process, the Developer does not provide the City with the funding necessary for requisite third party services, the City has the right to terminate the ENA.

RECOMMENDATION:

That the Council approve and authorize the City Manager to execute the Amendment No. 2 to the Professional Services Agreement with Keyser Marston Associates, Inc. increasing the total amount not to exceed \$450,000 for fiscal and economic services related to the City Place Santa Clara Project.



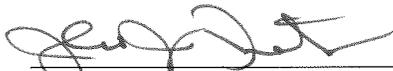
Ruth Shikada
Economic Development Officer/
Assistant City Manager

Certified as to Budget Form: *OK LF*
071-23761 (A) 20100 \$ 250,000.00



Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:



Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) Amendment No. 2 to Professional Services Agreement with Keyser Marston Associates for City Place Santa Clara***

**AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SANTA CLARA, CALIFORNIA
AND
KEYSER MARSTON ASSOCIATES, INC.**

PREAMBLE

This agreement ("Amendment No. 2") is made and entered into on this ____ day of ____, 2015, ("Effective Date") by and between Keyser Marston Associates, Inc., a California corporation, with its principal place of business located at 160 Pacific Avenue, Ste. 204, San Francisco, CA 94111 ("Consultant"), and the City of Santa Clara, a chartered California municipal corporation, ("City"), with its primary place of business located at 1500 Warburton Avenue, Santa Clara, CA 95050. City and Consultant may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara and Keyser Marston Associates, Inc." dated December 19, 2013 and "Amendment No. 1" dated March 25, 2014 (collectively "Agreement"); and
- B. The Parties entered into the Agreement for the purpose of having Consultant provide fiscal, economic and land use analysis services, and the Parties now wish to amend the Agreement to increase the not-to-exceed amount of two hundred fifty thousand dollars (\$250,000.00) by two hundred thousand dollars (\$200,000.00), bringing the total not-to-exceed amount to four hundred fifty thousand dollars (\$450,000.00).

AGREEMENT PROVISIONS

The Parties agree as follows:

1. AMENDMENT PROVISIONS

- a. That Section 2 of the Agreement, entitled "Term of Agreement" is hereby amended to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on July 31, 2016."

- b. That the paragraph entitled "Maximum Not to Exceed Contract Amount" of Exhibit B, entitled "Schedule of Fees" of the Agreement, is hereby amended to read as follows:

"In no event shall the amount billed to the City by Consultant for services under this Agreement exceed Four Hundred Fifty Thousand Dollars (\$450,000.00), subject to budget appropriations."

2. TERMS

All other terms of the Agreement which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Amendment No. 2 shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA,
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”

KEYSER MARTSON ASSOCIATES, INC.
a California corporation

By: *A. Jerry Keyser*
A. JERRY KEYSER
Chairman of the Board
160 Pacific Avenue, Ste. 204
San Francisco, CA 94111
Telephone: (415) 398-3050
Fax Number: (415) 397-5065

“CONSULTANT”

Meeting Date: 6-23-15

AGENDA REPORT

Agenda Item # 7B.3

City of Santa Clara, California



Date: June 9, 2015

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of a Call Agreement with JACO Environmental and Call No. 15-1 for Professional Services for the Recycling of Old and Inefficient Refrigerators and Freezers

EXECUTIVE SUMMARY:

In March 2015, Silicon Valley Power issued a Request for Proposals for implementation of its refrigerator and freezer recycling program, and JACO Environmental was selected. This proposed program, an extension of last year's program, will pick up and recycle up to 336 old and energy-wasting refrigerators and freezers from Santa Clara residents' homes. The units would be recycled, with all CFC ozone depleting chemicals disposed of in an environmentally safe manner. Residents would receive a rebate of \$50 per unit for each refrigerator or freezer. Total cost for this program will not exceed \$48,350.40. Staff recommends entering into a Call Agreement and Call No. 15-1 for Professional Services with JACO Environmental to provide this program. A copy of the Call Agreement and Call No. 15-1 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:

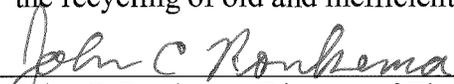
Refrigerators use more energy than any other kitchen appliance. In many households, old refrigerators cost residents \$15 per month in electric costs. In addition, old refrigerators contain CFC's, which are an environmental hazard and deplete the ozone layer. Removing these refrigerators for customers will reduce their costs, reduce inefficient energy use, and be an environmental benefit for the entire community. The City of Santa Clara is required by state law to spend 2.85% of electric revenues on energy efficiency, renewable energy, low income, and electric research projects. This program helps to achieve that requirement in a cost-effective way.

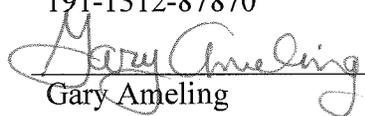
ECONOMIC/FISCAL IMPACT:

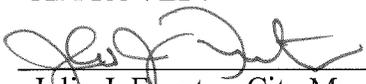
Funds for the program come from the Public Benefits Charge. Total cost of this program will not exceed \$48,350.40. Sufficient funds have been budgeted in the FY 2015/16 Electric Department Operating Budget in Contractual Services/Not Classified, account, 191-1312-87870-[I]9688-[F]94100.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, a Call Agreement with JACO Environmental, and Call No. 15-1 for Professional Services, in an amount not to exceed \$48,350.40, for the recycling of old and inefficient refrigerators and freezers.


 John C. Roukema, Director of Electric Utility

Certified as to Budget Form *SK DC*
 191-1312-87870 \$ 48,350.40

 Gary Ameling
 Director of Finance/Assistant City Manager

APPROVED:

 Julio J. Fuentes, City Manager

MAJORITY VOTE OF COUNCIL

- Documents Related to this Report:**
- 1) Call Agreement with JACO Environmental
 - 2) Call No. 15-1 for Professional Services with JACO Environmental

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
JACO ENVIRONMENTAL
for Refrigerator and Freezer Recycling Services**

PREAMBLE

This call agreement (“Agreement”) is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”) and JACO Environmental, a Washington corporation, with its principal place of business located at 18323 Bothell-Everett Highway, Suite 220, Everett, Washington 98208 (“Contractor”). City and Contractor may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

Whereas:

- A. Contractor agrees to provide certain professional services to City on an on-call basis;
- B. Contractor has the ability and desire to provide the quality and type of professional services which meet the objectives and requirements of City as set forth in this Agreement; and,
- C. The Parties have specified in this Agreement the terms and conditions under which such services will be provided to and paid for by the City.

In consideration for the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT PROVISIONS

1. SCOPE OF SERVICES

- 1.1.** To the extent possible, the professional services to be provided under this Agreement shall be performed in the City of Santa Clara and the services shall be described in detail by the Contractor and submitted in a written proposal to the City (“Services”). The Contractor’s final proposal will be included as an exhibit entitled, “Scope of Services” attached to a subsequent agreement between the Parties referred to in this Agreement as a “Call” or a “Call for Services.” Each Call will incorporate the terms of this Agreement by reference and must be signed by both Parties. Contractor agrees to provide professional services to the City as specified in each respective Call, to the extent funds have been authorized by the City.

- 1.2. No Services shall be performed or paid for under this Agreement except as specifically set forth and required in a written Call. No compensation may be sought under this Agreement for work performed prior to the issuance of a Call or for work to be performed or paid for under another contract. No compensation shall be paid in excess of the maximum dollar amount indicated in each respective Call for Services.
- 1.3. The Parties acknowledge that on the Effective Date of this Agreement, they are unaware of the details of all of the services which may be needed by City or provided by Contractor during the term of this Agreement. The Parties intend to specify the details and value of such Services in a subsequent Call, if any. This Agreement does not require that any Call(s) be signed. The Parties intend to provide the details of the contractual relationship between the Parties in this Agreement, so that by incorporating the terms of this Agreement in the Call(s), the Call may be brief and address the specific Services to be provided, the details of the time when the Services are to be provided and the schedule and amount the Contractor is to be paid for such Services.

2. PAYMENT

- 2.1. **Not to Exceed Maximum Amount.** The total amount billed to, and paid by, City for Services provided and authorized expenses incurred under a Call shall not exceed the maximum dollar amount specified in the Call. Contractor shall complete all Services contained within the scope of a Call regardless of whether the not to exceed amount has been reached, at no extra charge to the City. However, Contractor shall not perform any Services outside the scope of the Call without prior written authorization when the amount billed for under a Call exceeds the maximum dollar authorized amounts in the Call.
- 2.2. **Monthly Invoices.** Unless provided otherwise in a particular Call, payment to Contractor shall be in accordance with the procedures in this paragraph 2.2 and in paragraph 2.3. On a monthly basis, Contractor shall prepare an invoice which includes an itemization of all time spent based on the percent of Services complete, as well as any Authorized Expenses incurred (i.e., Out-of-Pocket Costs, Sub-contracted Services and/or Extraordinary Expenses).
 - 2.2.1. If a particular Call directs that an invoice be presented in a format of a time sheet rather than as a percentage of Services completed, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours), the name of the employee performing the task and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Services shall then be determined by adding the value for the Services rendered by each employee for that particular month.

- 2.2.2. All monthly invoices shall also include a written itemization of the Authorized Expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred.
- 2.2.3. Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.
- 2.2.4. Within thirty (30) days of receipt of an itemized written invoice from the Contractor, City shall pay Contractor the amount billed for Services performed and authorized costs incurred under the Call during that billing period.
- 2.3. **Authorized Expenses.** The amount billed for Services shall be determined as set forth in paragraph 2.2 above plus the following amounts, if allowed under the Call:
- 2.3.1. **“Out-of-Pocket Costs”.** Contractor’s Out-of-Pocket Costs are those expenditures made by Contractor, other than employees’ salaries and payment for Services of retained specialists, which are directly chargeable to the Services performed and which would not otherwise have been incurred by Contractor. Unless otherwise provided, the Out-of-Pocket Costs must be approved in writing in advance by City and may be billed to the City and reimbursed to the Contractor only as specifically authorized and set forth in each respective Call. Authorized Out-of-Pocket Costs shall be billed without additional markup or administrative charge;
- 2.3.2. **Per Diem.** A Call will state whether or not it includes an estimate for anticipated travel expenses. If the Call does not include an estimate for anticipated travel, then the provisions of this paragraph shall apply. A Party’s travel expenses include airfare, rental car, or mileage, lodging and meals. The Party who is receiving the services pursuant to a particular Call, is the Reimbursing Party. Prior to incurring any charge for travel, the Party planning to travel (“Traveling Party”) shall (1) confirm that the Reimbursing Party is available for meetings on the proposed dates and (2) provide (either verbally or by facsimile) a price quote to the Reimbursing Party for the anticipated airfare prior to the charge being incurred, the Reimbursing Party shall either verbally or by facsimile confirm that the airfare may be incurred; in the event that the Reimbursing Party verbally confirms that the airfare may be incurred, the Traveling Party *shall* confirm in writing (prior to incurring the charge) that the Reimbursing Party has agreed to the charge. All travel expenses shall be reimbursed at cost, with no mark-up. Hotel rooms shall not exceed a cost of \$125 per night unless otherwise agreed by Reimbursing Party. Airfare and car rentals shall be reimbursed at economy class, unless economy class is unavailable through no fault of the booking party. Mileage, if applicable, shall be reimbursed in accordance with the current IRS guidelines for mileage reimbursement. Reasonable attempts shall be made to make plane reservations in advance in order to take advantage of lower fares. In the event that travel plans must be canceled or re-scheduled due to the

fault of the Reimbursing Party, then the Reimbursing Party shall pay for any costs associated therewith; if the travel is canceled or re-scheduled due to the fault of the Traveling Party, then the Traveling Party shall bear the expense. Invoices for travel expenses shall be supported by receipts, and shall be reimbursed in accordance with paragraph 2.2.1. Meals, if reimbursed, shall not exceed fifty dollars (\$50) per day.

2.3.3. Any authorized "Sub-contracted Services" incurred by Contractor. Authorized Sub-contracted Services are services provided by a retained specialist or sub-contractor and may be billed to City only if specifically described and authorized in a Call. (Retained specialists and sub-contractors shall include individuals or organizations offering qualified special services to City who are particularly skilled in one or more fields and who may be occasionally employed by the Contractor to fill the need for special or unusual services. Unless otherwise provided, the cost of furnishing such special services must be approved in writing in advance by City and the costs billed to City and reimbursed to the Contractor shall be only the actual charges of the retained specialist or sub-contractor, without additional markup or administrative charge); and/or,

2.3.4. Any other authorized "Extraordinary Expenses" incurred, if any, as set forth in the Call. Authorized Extraordinary Expenses shall be billed without additional markup or administrative charge.

2.4. Retainer or Flat Fee for Services. The Parties to this Agreement may, from time to time, determine that payment for a certain Scope of Services set forth in a Call pursuant to this Agreement should be made to Contractor on a retainer or flat fee for Services basis ("Stipulated Fee"). If the Parties so agree, then the provisions of this paragraph and the provisions of paragraph 2.2.1 shall apply, unless the Call provides otherwise. The Call shall set forth the maximum monthly or annual fee agreed to by the Parties as it relates to any Agency Fee or to any Out-of-Pocket Costs, and Contractor shall not exceed the amount(s) agreed to without written approval of City. The maximum Agency Fee agreed upon by the Parties is deemed to fully compensate Contractor for all work necessary for Contractor to complete the Scope of Work set forth in a Call.

3. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, to audit Contractor's books and records for the purpose of verifying any and all charges made by Contractor in connection with Contractor's compensation under Calls made pursuant to this Agreement, including termination of Contractor's Services. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expense not so recorded shall be disallowed to Contractor. Audits would occur during normal business hours with 72 hours notice.

4. 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.

5. PROSECUTION OF WORK

Contractor shall perform the Services required under this Agreement and the Call(s) made pursuant to it in an efficient and expeditious manner. Contractor shall commence work on the Effective Date specified in the applicable Call. Contractor is responsible for any delays caused by Contractor, its agents or subcontractors, or caused by factors directly or indirectly under its control. No extension of time for performance shall be given for such delays.

6. QUALIFICATIONS OF CONTRACTOR; STANDARD OF WORKMANSHIP

Contractor represents that it has sufficient qualified personnel to furnish the Services described under this Agreement and that the Services will be furnished in accordance with generally accepted professional standards and practices in the industry.

The work furnished to the City pursuant to any of the Calls under this Agreement shall be of a quality acceptable to the City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct. The minimum standard of appearance, organization and content of the documents shall be that used by the City for similar projects.

7. SUSPENSION OR TERMINATION

City may suspend or terminate this Agreement or any or all work covered under any Call under this Agreement at any time upon thirty (30) days' prior written notice. Contractor may terminate this Agreement as set forth in paragraph 6.4. Said termination or suspension shall be effective as of the thirtieth day after the date of the notice ("Effective Date of Termination"). This Agreement, and any portion of the Scope of Services described in any Call including but not limited to any specific task, project, study, advertisement or campaign, may be terminated by the City upon written notice delivered personally or by registered mail or equivalent mail or delivery service which provides for an office signature of receipt. With regard to termination of any portion of the Scope or any specific task, termination will be effective immediately, unless economic or practical considerations result in the Parties mutually agreeing to a specific termination date.

7.1. If such termination is due to the fault of Contractor, and if City agrees to make payment for all work and Services satisfactorily rendered up to the Effective Date of Termination, payment will be made within thirty (30) days of receipt of a statement for work and Services performed. Contractor shall immediately take proper steps to effect City's instructions, canceling any commitments previously authorized by City,

if City so requires. City may deduct from such payment the amount of actual damage, if any, sustained by City by virtue of the failure to perform the Services or for breach of this Agreement by Contractor.

- 7.2. If such termination is not due to the fault of Contractor, then City agrees to make payment for all work and Services rendered up to the Effective Date of Termination within thirty (30) days from receipt of a statement for work and Services performed. Contractor shall immediately take proper steps to effect City's instructions, canceling any commitments previously authorized by City, if City so requires. City shall reimburse Contractor for any costs, expenses or service charges incurred by Contractor as a result of canceling previously authorized outsourced services.
- 7.3. Upon termination of this Agreement, Contractor shall transfer, assign and make available to City or City's representative, all property and materials in Contractor's possession belonging to and paid for by City.
- 7.4. Contractor may suspend or terminate this Agreement upon completion of work on all outstanding Call(s). Contractor may terminate work under a particular Call if the City is in default of the terms of this Agreement or any Call.

8. AVAILABILITY OF FUNDS

City represents that adequate funds will be available to make payments for Services received as required by each Call.

9. CONTRACTOR IS AN INDEPENDENT CONTRACTOR

In performing work under this Agreement, Contractor is not an agent or employee of City, but is an independent contractor for professional Services with full rights to manage its employees subject to the requirements of the law. All persons employed by Contractor in connection with this Agreement will be employees of Contractor and not employees of City in any respect.

10. AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties.

11. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissioners, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost and/or expense or damage ("Claim"), including all costs and reasonable attorney's fees in providing a defense to any such Claim which arises from Contractor's intentional or to the degree of its negligent acts, errors or omissions with respect to, or in any way connected with, the prosecution of the work performed by Contractor pursuant to this Agreement.

12. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall be three (3) years, beginning on the Effective Date and terminating three years later. However, this Agreement shall be deemed extended for such time as is necessary for Contractor to complete work on any Call which is issued prior to the termination date of this Agreement, but is still in progress on the termination date of this Agreement. Any incomplete Call(s) which have been issued pursuant to the terms of a previous agreement between the Parties is/are hereby reaffirmed and each such Call shall remain in full force and effect under this Agreement, subject to the terms of such Call.

13. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any period following the termination date as set forth in this Agreement, Contractor shall provide and maintain in full force and effect the following insurance policies:

- 13.1.** commercial general liability (including bodily injury and property damage);
- 13.2.** business automobile liability insurance;
- 13.3.** worker's compensation employer's liability; and
- 13.4.** if applicable, professional liability insurance.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts and with the required endorsements, certificates of insurance and coverage verifications as defined in Exhibit C, attached and incorporated by this reference. Contractor shall make its best effort to secure, and thereafter maintain in effect, such insurance policies. In the event that any required insurance policy expires or is terminated for any reason, Contractor agrees to replace the policy prior to any lapse in coverage. In the event any policy required under this Agreement is allowed to lapse, City may, in its sole discretion, elect to purchase the required insurance policy and the cost of such policy shall be charged to Contractor or withheld from the payments due to Contractor from City under this Agreement.

CONTRACTOR AGREES THAT, PRIOR TO EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE ITS INSURANCE BROKER WITH A COPY OF THIS PAGE OF THE AGREEMENT AS WELL AS WITH A COMPLETE COPY OF EXHIBIT C, AND WILL OBTAIN ASSURANCE FROM ITS CARRIER THAT ITS INSURANCE CARRIER WILL PROVIDE: (1) THE EXACT COVERAGES IN THE REQUIRED DOLLAR AMOUNTS STATED THEREIN, (2) AN ENDORSEMENT NAMING THE CITY OF SANTA CLARA, ITS COUNCIL, EMPLOYEES AND OFFICERS AS ADDITIONAL INSURED ON THE CGL AND BAL, AND (3) AN ACCORD EXPLICITLY STATING THAT "THE CITY OF SANTA CLARA, ITS COUNCIL, EMPLOYEES, AND OFFICERS ARE HEREBY ADDED AS ADDITIONAL INSURED IN RESPECT TO ALL LIABILITIES ARISING OUT OF CONTRACTOR'S

PERFORMANCE OF WORK UNDER THIS AGREEMENT” AS REQUIRED BY PARAGRAPH 2 OF EXHIBIT C.

14. OWNERSHIP OF DATA AND INFORMATION

City shall own any written reports or other items deemed deliverables by the respective Call, as well as any documents, data or other information supplied by City to Contractor during the course of this Agreement. Contractor shall deliver said data and information to City whenever requested to do so, but in any event within thirty (30) calendar days of the completion of the task. All material, including information developed on computer(s), which shall include, but not be limited to, data, artwork, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, advertisements, pamphlets, mailers and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City whether or not used, so long as that material has been paid for by the City. City shall not be limited in any way or at any time in its use of said material. City acknowledges that it shall not own any of Contractor’s proprietary, confidential or trade secret information, such as formulas, patterns, compilations, programs, devices, methods, techniques or processes through which Contractor derives independent economic value because the foregoing item[s] is not generally known to the public and is the subject of reasonable efforts to maintain its secrecy. Contractor shall be allowed to retain electronic records of Silicon Valley Power’s Appliance Recycling Program order and unit information solely for its files.

15. CONFIDENTIALITY OF DATA AND MATERIAL

15.1. All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Such data information or reports may be viewed by or distributed to third parties only after prior written approval of City. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

15.2. Contractor shall take reasonable efforts to safeguard any and all City property entrusted to Contractor’s custody or control; however, Contractor shall not be liable to City for any loss, damage, or destruction of any such property unless Contractor’s actions constitute negligence or reckless disregard of City’s property.

15.3. A Party disclosing information to the other which it considers to be Confidential Information, shall clearly label that information “Confidential” before disclosing it to the other Party. Confidential Information means information which is of a non-public, proprietary or confidential nature belonging to the Disclosing Party, including without limitation, all reports and analyses, technical and economic data, studies,

forecasts, trade secrets, research or business strategies, financial or contractual information, gas or coal reserve information, rates, loads, energy requirements, certain sales market information, research, developmental, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, business and process information or data, know-how, and computer programming or other written or oral information. Confidential Information may be in any form whatsoever, including without limitation writings, recordings, electronic or oral data, computer programs, logic diagrams, component specifications, drawings or other media. Only that information disclosed by a Party and clearly designated in writing as Confidential Information prior to its disclosure shall be deemed to be Confidential Information. Verbal information that is intended to be treated as Confidential Information shall be described in writing and identified as Confidential Information.

- 15.4.** Contractor acknowledges that City is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. City acknowledges that Contractor may submit information to City that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that City may submit to Contractor information that City considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement (“Requestor”) for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon as practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it.
- 15.5.** The Receiving Party may cooperate with the Disclosing Party in any efforts to prevent release of the Confidential Information; however, the Receiving Party shall not be required to expend any monies in excess of the cost of notifying the Disclosing Party by telephone, facsimile and/or mail of the pendency of a demand for the Confidential Information. So long as the Receiving Party complies with the provisions of notification set forth in this Agreement, the Receiving Party shall not be liable for, and Customer and City hereby release each other from, any liability for any damages arising from any requirement under the law that the Receiving Party release Confidential Information to a Requestor, and such release includes the officers, commissioners, employees, agents, council members, and directors, as those terms may apply to each Party hereto, without limitation.

15.6. The Receiving Party may, at its sole expense, institute, or intervene in any proceeding, in order to protect the Confidential Information from disclosure, and if the Disclosing Party requests and agrees in writing to indemnify the Receiving Party from any expense or liability for expenses, the Receiving Party may cooperate actively in any such action or proceeding; provided, however, that the Receiving Party shall have no duty to the Disclosing Party to actively cooperate, notwithstanding an offer by the Receiving Party to provide a complete indemnity.

16. CORRECTION OF WORK

The performance of Services by Contractor shall not relieve Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to City for a period of one year from the date that the work was performed.

17. NOTICES

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

City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050,
or by facsimile at (408) 244-2990

and to Contractor addressed as follows:

18323 Bothell-Everett Highway, Suite 220
Everett, WA 98208
or by facsimile at (425) 398-6218

18. CHANGES

City may, from time to time, request changes in the "Scope of Services" to be performed pursuant to a Call issued under this Agreement. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between City and Contractor, shall be incorporated in written amendments to the Call, or included in a subsequent Call.

19. CONTRACT FOR ADMINISTRATIVE SERVICES

To the extent that this Agreement is a contract authorizing Calls to be made for Administrative Services, the City Council entered into such Agreement upon the recommendation of the City Manager pursuant to Section 1108 of City's Charter. The policy decision with respect to the Services to be provided under this Agreement was made exclusively by the City Council.

20. SUB-CONTRACTING AND ASSIGNMENT

Except as specifically provided in this Agreement, the City intends that the work described in each Call must be performed by the Contractor and not by a subcontractor or agent of the Contractor. Contractor shall not assign any interest in this Agreement, or any Call issued pursuant to this Agreement, and shall not transfer any interest in same (whether by assignment or novation) without prior written approval of City. Inclusion of a subcontractor in a proposal attached to a Call, once signed by the City, constitutes written approval.

However, claims for money due to or to become due to Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to City. In case of the death of one or more members of Contractor's firm, the surviving member or members shall complete the Services covered by this Agreement or any incomplete Call. Any such assignment shall not relieve Contractor from any of its obligations or liability under the terms of this Agreement.

21. OTHER AGREEMENTS

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

22. TOTALITY OF AGREEMENT

This Agreement embodies the entire Agreement between City and Contractor and all the terms and conditions agreed upon by the Parties to this Agreement. No other understanding, agreements, conversations, oral or otherwise, with any officer, agent, or employee of the City prior to the execution of this Agreement, regarding the subject matter of this Agreement shall affect or modify any of the forms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding on either Party to this Agreement.

23. SERVICE WARRANTY

Contractor warrants that Services provided hereunder shall conform with the generally accepted professional practices and standards appropriate to the nature of the Services rendered, that the personnel furnishing said Services shall be qualified to perform the Services assigned to them and that the recommendations, guidance and performance of such personnel shall meet the standard of care normally practiced by engineers or contractors performing the same or similar Services. Contractor shall be required to correct, at no expense to City, all deficiencies in the performance of the contract service that results from Contractor's failure to observe and adhere to the above warranty and which are detected within one (1) year from the date of completion of the Services. Work performed under this warranty shall also be warranted for a one (1) year period from the date of completion of such work. Contractor shall be required to reimburse City for all misexpenditure of funds resulting from Contractor's deficient performance of its Services.

24. DISPUTE RESOLUTION

Any documented dispute between the Parties which arises during the performance of this Agreement and which the Parties cannot then resolve, shall be subject to the following administrative remedy prior to any litigation occurring between the Parties.

- 24.1. Internal Resolution.** Both Parties shall attempt to resolve any controversy claim, problem or dispute arising out of, or related to, this Agreement through good faith consultation in the ordinary course of business. In the event that any problem or dispute is not resolved, by the project managers of each Party, either Party may upon written notice to the other request that the matter be referred to senior management officials within each respective organization with express authority to resolve the problem or issue. Such representatives shall meet or confer at least once in good faith, to negotiate a mutually acceptable resolution within ten (10) business days of such written notice. If the parties cannot reach a mutually agreeable resolution, then the dispute or issue shall be submitted to mediation within thirty (30) calendar days of the written request of one Party after the service of that request on the other Party.
- 24.2. Notice.** A Party with claims arising under this Agreement shall, within thirty (30) days of knowledge of said claim, begin the process of exhausting all administrative remedies, as well as any other administrative remedies required by law. If the final decision or outcome of any administrative proceeding is unacceptable to a Party, then within thirty (30) days of the date of that final decision, the dissatisfied Party shall give written notice (certified mail-return receipt requested) to the other Party of the issues it deems outstanding that must be submitted to mediation (Request for Mediation).
- 24.3. Mediation.** Any controversies between City and Contractor regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, except those for which the appropriate remedy should be injunctive relief shall be mediated within sixty (60) days of the date on the written Request for Mediation, or the soonest date thereafter that the mediator is available.
- 24.4. Mediator.** Within twenty (20) days or less of the written Request for Mediation, the Parties shall agree on one mediator. If they cannot agree on one mediator within such twenty-day period each Party shall list the names of three (3) potential mediators affiliated with the Judicial Arbitration and Mediation Service (“JAMS”) and shall supply them to the Party demanding the mediation. The Party demanding the mediation shall merge the names of all the potential mediators into a single list, not indicating which Party submitted the name. On that same date as all names are received by the demanding Party, the Parties shall jointly sign a letter directed to the San Jose office of JAMS, requesting that JAMS appoint a mediator from the enclosed list. If a Party refuses or fails to submit three (3) names within the three day period to the Party preparing the letter, then the letter shall be sent on the fifth day without input from the Party failing to submit names. The mediation meeting shall

not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

24.5. Costs. The costs of mediation shall be borne by the Parties equally.

24.6. Discovery. If, during any dispute between the Parties, a demand is made by Contractor for documents under the Public Records Act, the City shall have reciprocal rights to demand documents from Contractor.

24.7. Condition Precedent to Filing Suit. Except as provided in Article 23.3, mediation under this section is a condition precedent to a Party filing an action in any court, unless that Party has made demand for mediation and the other Party has failed or refused to engage in mediation. In the event of litigation arising out of any dispute related to this Agreement, the Parties shall each pay their respective attorneys fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

24.8. Work Through Disputes. If the City and the Contractor are unable to reach agreement on disputed work, the Contractor shall nevertheless proceed with the disputed work, and Payment therefore shall be as subsequently determined pursuant to this Article.

25. CAPTIONS

The captions of the various paragraphs of this Agreement are for convenience or record only, and shall not be considered or referred to in resolving questions or interpretations.

26. APPLICABLE LAW

Any dispute regarding this Agreement, including without limitation, its validity, interpretation, performance, enforcement and damages shall be determined in accordance with the laws of the State of California without regard to California's choice of law principles.

27. 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.

28. NO PLEDGING OF CITY'S CREDIT

Under no circumstances shall Contractor have the authority or power to pledge the credit of the City of Santa Clara, or to incur any obligation in the name of the City without City's prior written agreement or confirmation. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor or its subcontractors under this Agreement. Contractor agrees to obtain City's approval of all expenditures in connection with any materials to be purchased, projects to be performed, advertising to be placed, work

to be “outsourced” or other items or Services which will or might be charged to the City. Such approval, if verbal, shall be confirmed by the City in a written letter sent via facsimile and U.S. mail to Contractor in accordance with the terms of this Agreement.

29. USE OF CITY NAME OR LOGO

Contractor shall not use City of Santa Clara’s or Silicon Valley Power’s name, insignia, trademark, logo or distribute exploitative publicity pertaining to the Services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of City.

30. MONITORING AND EVALUATION OF SERVICES

City may monitor the Services performed under this Agreement to determine whether Contractor’s operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accordance with applicable City, county, state and federal requirements. If, in the course of monitoring and evaluation, City believes it has discovered any practice, actions, procedure or policy of Contractor which deviates from the terms of this Agreement, City may notify Contractor in writing and Contractor agrees to respond in writing to City within seven (7) calendar days regarding such action, procedure or policy. However, if any action of Contractor constitutes a breach of this Agreement, City may notify contractor in writing that the Agreement has been terminated pursuant to the provisions set forth in this Agreement.

31. 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.

32. SEVERABILITY CLAUSE

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

33. WAIVER

Waiver by a Party of any one or more of the conditions of performance under this Agreement shall not be construed as a subsequent waiver(s) of that condition or of any other condition of performance under this Agreement. No delay in exercising, partial exercise, or complete failure to exercise any right, power, or privilege under this Agreement shall operate as a waiver.

34. CONFLICT OF INTEREST

Contractor certifies that to the best of its knowledge, no City employee or officer of any public agency has any pecuniary interest in the business of Contractor and that no person associated with Contractor has any interest that would conflict in any manner or degree with the performance of this Agreement. Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which constitute a violation of said provisions. Contractor will advise City if a conflict arises.

35. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored by, prepared by, or drafted by, any particular party, and that the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in the resolution of disputes.

36. COMPLIANCE WITH ETHICAL STANDARDS

As a condition precedent to entering into this Agreement, Contractor shall:

- 36.1.** Read Exhibit A, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA" incorporated by this reference; and,
- 36.2.** Execute the affidavit included in Exhibit B, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS" incorporated by this reference.

(Continued on Page 16 of 16)

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37. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Agency 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, Agency 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 Agency'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:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

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

ATTEST:

ROD DIRIDON, JR.
City Clerk

"CITY"

JACO ENVIRONMENTAL
a Washington corporation

Date: 6/14/15
By: 

MIKE JACOBSEN
Title: President
Address: 18323 Bothell-Everett Highway, Suite 220
Everett, WA 98208
Telephone: (425) 231-1412
Fax: (425) 398-6218

"CONTRACTOR"

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
JACO ENVIRONMENTAL**

EXHIBIT A

**ETHICAL STANDARDS FOR CONTRACTORS
SEEKING TO ENTER INTO AN AGREEMENT WITH
THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts

- A. City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or sub-contract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City Contractor or sub-contractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can

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

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

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

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. City may also terminate this Agreement in the event any one or more of the following occurs:
1. If City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with city, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code [11 U.S.C.], as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
JACO ENVIRONMENTAL**

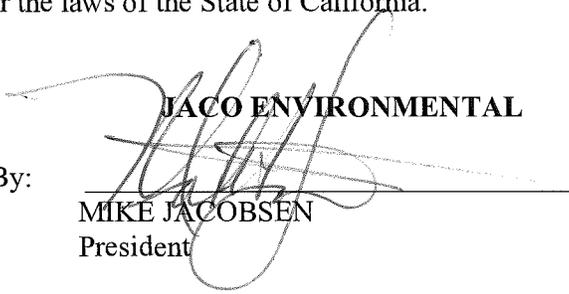
EXHIBIT B

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS
[CITY OF SANTA CLARA]**

I, Mike Jacobsen, being first duly sworn, depose and say that I am the President of JACO Environmental and I hereby state that I have read and understand the language, entitled "*ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA*" (herein "Ethical Standards") set forth in Exhibit A. I have authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records and I have made inquiry of those individuals potentially included within the definition of "Contractor" contained in the Ethical Standards.

Based on my review of the appropriate documents and the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to a category identified in footnote #1 of Exhibit A [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in Exhibit A within the past five (5) years. The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

By: _____

JACO ENVIRONMENTAL

MIKE JACOBSEN
President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED - SEE ATTACHED AS NOTED -

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 Washington

County of Snohomish

I certify that I know or have satisfactory that Michael Jacobsen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Jaco Environmental to be free and voluntary act of such party for the uses and purposes in the instrument.

Date June 4, 2015



Cynthia Groshong

Signature

Notary Public, State of Washington

Cynthia Groshong

Printed Name

My appointment expires: 5/1/18

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
JACO ENVIRONMENTAL**

EXHIBIT C

**INSURANCE COVERAGE REQUIREMENTS
FOR PROFESSIONAL SERVICES**

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant 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 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

**CALL NO. 15-1
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY JACO ENVIRONMENTAL**

The Parties to this Call No. 15-1 ("Call") agree that this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and JACO Environmental," of the same date, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by JACO Environmental ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Silicon Valley Power July 2015 – June 2016 Appliance Recycling Program (ARP)" dated May 11, 2015 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on July 1, 2015 and ending on June 30, 2016. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed forty eight thousand three hundred fifty dollars and forty cents (\$48,350.40), subject to budgetary appropriations.

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 Call as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Call. It is the intent of the Parties that this Call 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

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

ATTEST:

ROD DIRIDON, JR.
City Clerk

"CITY"

JACO ENVIRONMENTAL
a Washington Corporation

Date: _____
By: _____
MIKE JACOBSEN

Title: President
Address: 18323 Bothell-Everett Highway, Suite 220
Everett, WA 98208
Telephone: (425) 231-1412
Fax: (425) 398-6218

"CONTRACTOR"

Exhibit A
Scope of Work (SOW) for
Silicon Valley Power
July 2015 – June 2016
Appliance Recycling Program (ARP)

Submitted to Silicon Valley Power
May 11, 2015

JACO Environmental

Contact Information:

Mr. Michael Dunham
JACO Environmental
331 S. Hale Street
Fullerton, CA 92831
Voice 949-494-6443

Email: michaeld@jacoinc.net

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1. Executive Summary

<p>What</p>	<p>Comprehensive / turnkey services for the SVP Appliance Recycling Program (services include: customer service (i.e., appointment scheduling, via call center or web site), in-home collection (and subsequent transportation), recycling, data reporting/tracking, incentive check processing, Quality Assurance/Quality Control, and implementation general management.</p> <p>Appliance types involved: refrigerators and freezers.</p>
<p>Who</p>	<p>JACO Environmental (prime contractor) – customer service, appliance warehousing and recycling processing, data reporting/tracking, incentive check processing, Quality Assurance / Quality Control, and implementation general management.</p> <p>Appliance Distribution (minority-owned subcontractor) – appliance collection and transportation services.</p>
<p>Where</p>	<p>Collection pickups: from residences located within the SVP service territory.</p> <p>Logistics: collections handled by Appliance Distribution crews and trucks based out of Hayward.</p> <p>Recycling: JACO facility in Hayward.</p>
<p>When (unit collections)</p>	<p>July 2015 through June 2016 (1 year).</p>
<p>How Many</p>	<p>336 units.</p>
<p>Why Our Team (JACO distinguishing and differentiating features)</p>	<p>Successful and proven ARP implementations – including for SVP.</p> <p>Familiarity with northern California ARP markets and state regulatory issues.</p> <p>Close-in infrastructure / ability to serve frequently.</p> <p>Commitment to innovative recycling processes.</p> <p>Commitment to state-of-the-art financial and I.T. controls.</p> <p>Specialization in ARP's.</p>

2. Company Team Member Profiles

Requested information regarding JACO Environmental is provided in tabular format below.

Business Address	Business headquarters: 18323 Bothell Everett Highway, Bothell, WA 98012 (this site is also the location of JACO's customer service and reporting operations)
Web Address	www.jacoinc.net
Legal Form	Corporation
Year Established	1989
Year Started in Recycling Business	1989 – for Sears
Year Started In [Utility] Energy Efficiency Programs	2001 – for SMUD
Parent Company	Not applicable
Officer Names	Jimmy Aviram – Chief Executive Officer Mike Jacobsen, President
Contact Information for this SOW	Michael Dunham, Voice phone: 949-494-6443. Email address: michaeld@jacoinc.net ; Mailing address: JACO Environmental, 331 S. Hale Street, Fullerton, CA 92831
License/Permit Information	City of Hayward business license #99-G129079 EPA Hayward facility certificate #CAL000281187 Certified Appliance Recycler certificate #0107 Refrigerant handling permit information: Dave Bray (Hayward facility manager) – ASE certification.
Number of Recycling Facilities	Nationally: 26 recycling facilities (including Hayward and Fullerton, California)
Average Employee Turnover, 2013-2014	Less than 10% annually

JACO Environmental is a 26-year old company started in the Seattle, Washington area to support retailers by recycling old appliances that customers were replacing. The firm has grown into one of the largest recyclers of household appliances in the United States, with essentially nationwide energy efficiency operations. JACO's 2014 total U.S. appliance volumes involved over 1,000,000 appliances recycled (including approximately 470,000 and 600,000 units for utilities and retailers/landfills, respectively).

In August 2001, we received a contract to handle a refrigerator/freezer-recycling program for the Sacramento Municipal Utility District (SMUD). This program, which originally had been designed to last a total of 15 months, was so successful (i.e., oversubscribed) that it was completed in six months, *and* well below budget. It was subsequently extended through summer 2002. Since then, we have been awarded additional utility appliance recycling program contracts

SVP Appliance Recycling Program SOW

across the United States. At present, JACO implements over 95 energy efficiency ARP programs in a total of 36 states.

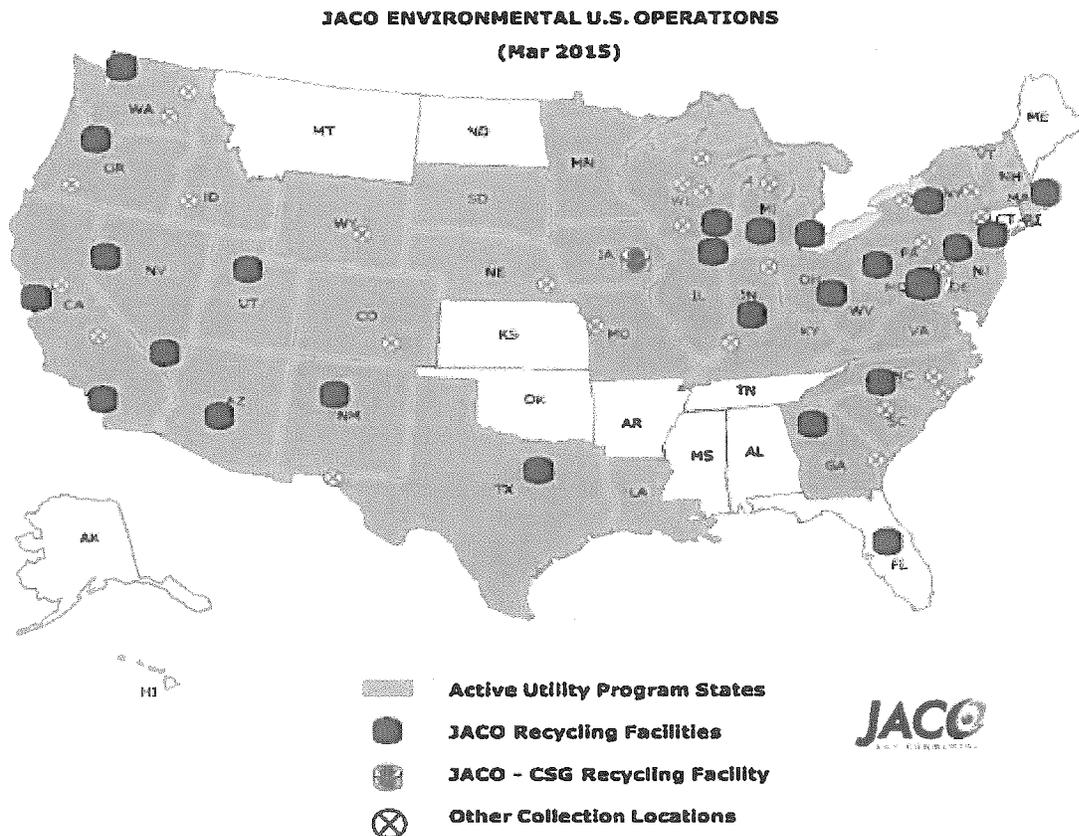
JACO was the recipient of a Stratospheric Ozone Protection award from the U.S. EPA in April 2004 (after having been nominated by PacifiCorp). JACO also received a “Best of the Best” award for Stratospheric Ozone Protection from the U.S. EPA in September 2007 in Montreal as part of a conference celebrating the 20th anniversary of the Montreal Protocol.

As of the end 2015 Q1, JACO had a fleet of 32 enclosed trucks, 35 open-air trucks, 85 53-foot enclosed trailers, and 16 dump trucks (used for trips from recycling facilities to scrap yards).

A list of current recycling facility locations in California is presented below.

Location(s)	Notes
Hayward	Opened in 2002. Serves PG&E and a number of northern California municipal utilities.
Fullerton	Opened in 2002. Serves Southern California Edison and several landfill contracts.

Nationally, JACO has 26 recycling facilities. A current map of JACO’s operations is provided below.



SVP Appliance Recycling Program SOW

Relevant regulatory/environmental compliance information is summarized in tabular form as follows:

Issue	Comments
ISO 14000/14001 certification (environmental management standards)	ISO 14001-compliant safety procedure materials/documents were developed and implemented in 2004, and have been provided to all new recycling facility employees since then. Materials are updated based on facility-specific circumstances (e.g., upgrades in line equipment and/or processes). JACO intends to become officially ISO 14001 certified by 2015Q4.
Internal environmental auditing process	Informally but “religiously” and frequently conducted at each of JACO’s recycling facility sites by Michael Dunham (JACO Director of Energy and Environment Programs) and a “circuit” team of facility management and technical specialists.
External environmental auditing process	<p>Recycling line equipment was certified in the Fullerton (California) facility in September 2006 by RAL Quality Assurance Association (the “UL” of Europe); the exact same equipment is used in virtually all of JACO’s recycling processing facilities.</p> <p>More comprehensive facility environmental audits have been conducted upon explicit request by existing or prospective clients (i.e., for SCE in fall 2005, as conducted by SCS Engineers in October 2005 for the JACO Fullerton facility), and resulted in a 100% compliance rate.</p> <p>Note that JACO offers clients unlimited access to recycling processing facilities as part of its Quality Assurance.</p>
Violations or infractions	None in the history of the Company. Inspections have included surprise inspections by the Environmental Protection Agency (i.e., of the Hayward, California facility during 2003).
Licenses and permits	Comprehensively obtained and updated. Illustrative information is provided in tabular form above.

JACO is a well-managed and financially sound company that enjoys an excellent reputation with its clients. JACO is fully insured and permitted to meet all federal, state and local regulations. JACO’s revenues in 2011, 2012, 2013, and 2014 were \$78 million, \$82 million, \$92 million, and \$90 million, respectively.

The company’s D&B number is 96-216-4125, and JACO’s D&B score as of April 2015 is 1R3.

JACO has a \$12.4 million line of credit (\$2.5 million of which is currently available as of mid-April 2015) at Key Bank in Seattle, Washington. JACO’s cost of money for the credit line is the prime rate + 1%.

JACO employed 595 persons as of the end of 2015 Q1.

JACO has no lawsuits or litigation pending, nor has it had lawsuits or litigation during the past five years (i.e., during spring 2010 to spring 2015).

JACO has all necessary licenses, permits, and insurance to perform the requested work for SVP.

Comment regarding subcontractors: JACO will be assisted by the following subcontractor.

- Appliance Distribution, Inc. (AD). AD provides unit collection services for many of JACO’s ARP implementations – including SVP – and has worked continuously with JACO since 2001. AD is a Sacramento, California-based certified minority-owned business enterprise. Basic information regarding AD is provided in tabular format below. Additional organizational information is available upon request.

Business Address	915 North B Street, Sacramento, CA 95811.
Legal Form	Corporation
Year Established	1999
Parent Company	Not applicable
Principal Names	Roy Fernandez, Jr., President
Contact Information for this SOW	Roy Fernandez, Jr., President; Voice phone: 916-497-0274; Fax: 916-492-2224; Email address: RoyFernJr@aol.com ; Mailing address: 915 North B Street, Sacramento, CA 95811/
License/Permit Information	CPUC minority-owned certification #5DN00014 U.S. Department of Transportation trucking permit #1159934 Refrigerant handling permit information: Roy Fernandez (project manager) – per US EPA under 40 CFR part 82, subpart F; “Type I” certification as of 6/14/01 (no certificate number) Copies of the above licenses / permits are available upon request. Many other forms of license/permit information and/or physical documentation of information also can/will be provided upon request.
Total Employees	160 persons as of 3/31/2015 (the end of “slow season” for utility ARP volumes)
Rolling Stock	25 owned trucks, 30 leased trucks, and 3 53-foot enclosed trailers as of 3/31/2015
Additional Key Points of Relevance	Subcontractor for JACO on 40+ energy efficiency ARP implementations.

All JACO personnel report to Michael Jacobsen. All subcontractors report to Michael Dunham. All subcontractor non-lead personnel report to Roy Fernandez, Jr. (of AD).

3. Implementation Services

Section 3 opens with JACO comments regarding the bid specifications contained in the RFQ. The remainder of Section 3 focuses on descriptions of the “core” services associated with the program:

- Call center operations
- Collection processes
- Recycling services
- Incentive processing
- Customer complaint issues
- Reporting/tracking services
- Other services

Each of these topics is discussed in turn.

JACO notes that the processes and services described below are essentially identical to processes and services that JACO has delivered previously, or is delivering currently, for utilities, cities, and corporate clients elsewhere in the western United States. Moreover, these processes and services have been delivered in quantities significantly greater numbers than the quantities envisioned for the Silicon Valley Power ARP (and with extremely high levels of client satisfaction).

3.1. Call Center / Web Site Customer Service Operations

JACO operates a call center in Bothell, Washington (JACO’s corporate headquarters) with inbound toll-free numbers for utility customers to schedule appointments for specific dates to have their units picked up and recycled. These services are offered in both English and Spanish, with other languages available as needed.

Alternatively, customers can register online and create their own tracking number and choose their collection date.

JACO’s call center and web site normally utilizes sophisticated pre-qualifying screening criteria and systems in its ARP implementations. Extracts of selected SVP customer database fields (i.e., customer name, account number, service street address/city/zip code) are assumed provided by the utility on a regular basis. This particular approach 1) results in relatively quick calls with the customer, 2) minimizes the chance of unit collection address data entry errors occurring, and 3) integrates with incentive check fulfillment and ARP reporting/invoicing.

Program option: SVP may choose to not provide JACO with extracts of customer database fields, with associated slightly increased implementation costs (see Section 4 discussion). The extra costs are simply reflective of extra time incurred for the manual processing of ARP information.

Note that by the end of 2015 Q2, JACO will complete upgrades to its call center phone system that include new features such as response group routing, detection of past calls, wait time-based call re-routing, automatic call backs, call recording, comprehensive call length metrics, and real-time alerts. These features offer significant enhancements for SVP customers. Most notably,

customers will be able to leave a message “up front” to have an operator return the customer call (as opposed to having to wait for a live operator).

3.2. Appliance Collection Processes

JACO Environmental frequently has trucks on the road in the *immediate* vicinity of the SVP service territory because of its ARP implementations for PG&E and Silicon Valley Power. This service can [continue to] be extended to the SVP service territory during July 2015 through June 2016. JACO expects to conduct unit collections on approximately a weekly basis as needed¹. JACO will determine which specific days of the month are best to arrange the unit collections.

The JACO call center will contact customers 24-48 hours ahead to remind customers of their appointments regarding units, and will set a morning or afternoon appointment window for the unit collection at that time. Upon arrival at the customer location, JACO team collection crews will show ID badges, check the working condition of the units, and have the customer answer some questions regarding the unit and their ARP experience to date. **Note that two-person crews will be used, in order to minimize the chances of customer home property damage.**

The customer is given a copy of an Appliance Turn-in Order (ATO) that the crew prints from the database for their daily collection route. The ATO also serves as a receipt for the customer incentive check, as well as documentation of unit title transfer from the customer to JACO.

The unit collection crew will move the appliance to the truck, and will cut the power cord, smash the cold control, destroy the door gaskets, and mark the unit with a large colored “X” and utility tracking number on the side to indicate that the harvested unit is not to be reused or resold.

Note: a description of processes associated with retailer pickups is provided in Appendix B.

3.3. Appliance Recycling Processes

Units collected from SVP customers will be taken to the JACO recycling facility in Hayward for processing. The refrigerant and compressor oil will be evacuated and recycled, any PCBs or mercury components will be removed, stored and destroyed as hazardous waste, and all plastic, glass, and metals will be separated and recycled.

Significantly, JACO recycling processes capture and destroy 95+% of the CFCs and HCFCs used in polyurethane foam insulation material. Most refrigerators and freezers manufactured in the U.S. since 1975 have contained polyurethane insulation in the walls of the appliance. During approximately 1975-1995, CFC-11 (an ozone-depleting substance and greenhouse gas) was used as a blowing agent in the foam; HCFC-141b (a lower value ozone-depleting substance and greenhouse gas) was used between 1995 and approximately 2002. Such units typically contain approximately 1 lb. of CFC-11 or HCFC-141b in the foam insulation. Recycling a unit without addressing the presence of the CFC-11 or HCFC-141b foam will cause the gas to be released into the atmosphere when the unit is shredded for scrap metal (with the rest of the materials being

¹ This frequency assumes continued JACO implementation of the PG&E ARP in 2016. In any scenario, collections will occur at least twice monthly.

land-filled); approximately 35% of the CFC-11 or HCFC-141b will be released at the time of metal shredding, and it will continue to out-gas at a rapid rate in the landfill.

For the SVP ARP, CFC and HCFC foam will be destroyed by incineration at a regional waste to energy facility. Certificates of destruction will be obtained and retained by JACO. This approach to recycling is fully EPA RAD Program-compliant².

Program options: should budget constraints become an issue for SVP, JACO is prepared to implement two alternative approaches regarding unit recycling:

- Partially RAD-compliant de-manufacturing: in this approach, CFC-11 foam (approximately 60% of units) will be captured and destroyed, but HCFC-141b foam (approximately 40% of units) – which has much lower Global Warming Potential characteristics – will not be.
- Non RAD-compliant de-manufacturing: in this approach, neither CFC-11 nor HCFC-141b foam will be captured and destroyed, but all other aspects of de-manufacturing will be consistent with Clean Air Act Section 608 federal requirements (e.g., evacuation of refrigerant and oils).

See Section 4 discussion regarding the associated slightly decreased implementation costs.

3.4. Incentive Check Fulfillment Services

The customer incentive payment process involves 1) getting the appliance turn-in forms from the recycling processing facility to JACO headquarters (transmitted daily, as applicable), 2) verifying all data, and 3) mailing the checks to the customer addresses. The incentive payment process is managed through JACO's comprehensive program tracking database.

JACO will issue all incentive checks to applicable SVP ARP participants within four weeks of unit pickup. The four week time frame includes an allowance for delays in postal service and possible "returned mail" cycles. Most checks will be issued within 14 days of the actual pick up. If desired by SVP, JACO checks will utilize the utility logo.

3.5. Customer Complaint Response Processes

JACO will respond – at least initially – to all complaints or questions within 24 hours of when received. All involved parties will discuss complaints requiring resolution in order to identify a mutually agreeable solution and an acceptable timeframe for resolution. If the parties cannot agree on a solution and/or an acceptable timeframe, the customer and/or JACO can appeal to Silicon Valley Power.

A graphical summary of JACO's customer complaint resolution processes is provided in Attachment A.

² JACO notes that EPA RAD is likely to move to a tiered approach regarding recycling process requirements later in 2015. JACO will notify SVP promptly as such specification changes occur, and will identify implications and develop recommendations as warranted with respect to the SVP ARP.

3.6. Reporting / Tracking Services

All customers who schedule an appointment through the toll free number or online are given a unique tracking number in JACO's tracking system/database. This tracking number follows the appliance from the time it is scheduled until it is recycled and all the materials separated into various waste streams (thereby helping to ensure robust chain of custody controls).

The tracking system will allow SVP to see information such as when a unit was collected, how old it was, how much refrigerant and oil was in the unit, and whether or not it contained a PCB or mercury component. The database is based in Microsoft SQL Server, and has 90+ fields for program information pertaining to customers, orders and units. SVP program management can access this database on their desktops on demand via the JACO website "dashboard", and can extract/print Excel spreadsheets or PDF files with whatever information they need at that time. The system meets all reporting standards for the EPA Responsible Appliance Disposal program, as well as RFP invoicing requirements.

Note that JACO utilizes state-of-the-art technology to maintain chain-of-custody and ensure data quality for collected ARP units. JACO's data tracking processes utilize 1) dedicated collection trucks and crews, 2) bar code stickers affixed to units at the time of collection, and 3) smart PDA's with extensive data entry logic controls that are utilized during the unit collection and de-manufacturing/recycling steps.

3.7. Other Services-related Issues

Additional information regarding the JACO team's key personnel, similar previous program implementation experience, licenses, permits, processes and methods, vehicles, tracking systems, reports, and project management will be made available to Silicon Valley Power upon request.

4. Bid and Bid Execution Statement

4.1. Bid Information

Per-unit bid information and overall budget development data are provided in tabular form below. Actual fees (invoiced monthly, with payment terms of net-30 days) will depend on the indicated costs per unit and actual numbers of units collected.

Unit Volumes

	7/2015 - 6/2016	Total
Total Residential Electric Service Accounts	44,578	--
Annual Harvest Rate	0.75%	--
Year Fraction Factor	100%	--
Units (refrigerators or freezers)	336	336

Pricing

Cost Category	Cost Per Unit (\$)	Units	Total Cost (\$)
Direct Implementation (includes customer service, collection, recycling, data management/reporting, and incentive check fulfillment functions)	\$93.90	336	\$31,550.40
Customer Incentive	\$50.00	336	\$16,800.00
Grand Total	\$143.90	336	\$48,350.40

Total Not to Exceed Budget: \$143.90/unit * 336 units = \$48,350.40.

Extracts of selected SVP customer database fields (i.e., customer name, account number, service street address/city/zip code) will be provided by the utility on a regular basis.

Several program options are summarized in cost per unit terms below.

Description	Pricing Change from Base Case
Second units at a given service address	- \$27.00 / unit
No customer database extracts are provided (per Section 3.1)	+ \$2.50 / unit
Partly RAD-compliant recycling is conducted (per Section 3.3)	- \$4.40 / unit
Non RAD-compliant recycling is conducted (per Section 3.3)	- \$10.80 / unit
Inclusion of retailer enrollments and pickups (per Appendix B)	No change

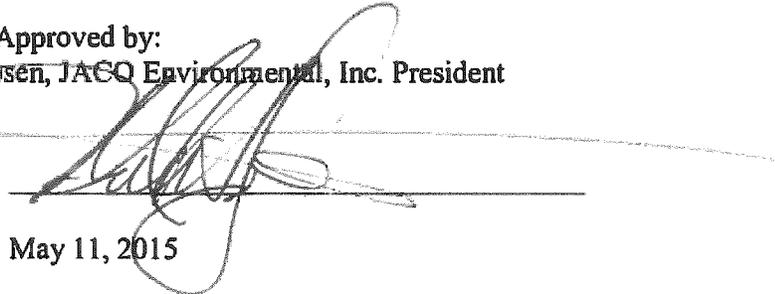
Based on prior similar program experience, JACO estimates that approximately 8% of the participating units will be additional units picked up at the same customer location.

4.2. Bid Execution Statement

I hereby assert that this Scope of Work is genuine, valid, non-collusive, and complete, and that I am authorized to execute a contract on behalf of JACO Environmental and its identified subcontractors with regards to this Scope of Work.

Prepared and Approved by:
Michael Jacobsen, JACO Environmental, Inc. President

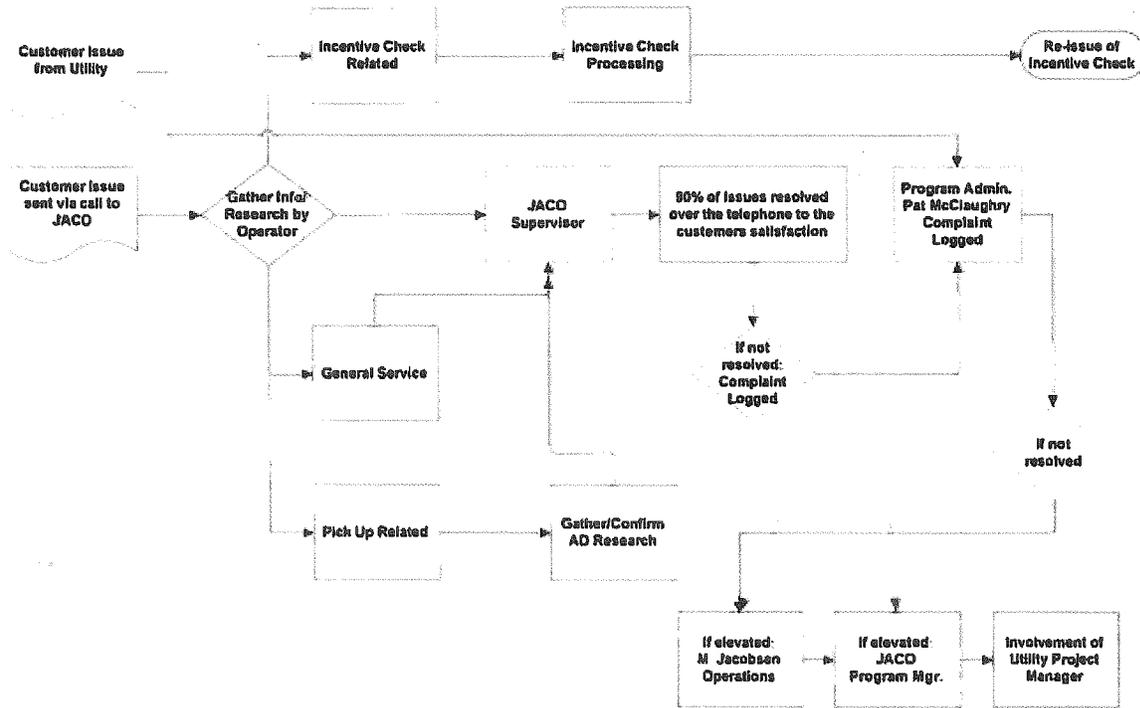
Signature:

A handwritten signature in black ink, appearing to read "Michael Jacobsen", is written over a horizontal line. The signature is stylized and cursive.

Date: May 11, 2015

Appendix A – Customer Complaint Resolution Processes

JACO Inquiry/Issue Resolution Process



Appendix B – Customer Service and Collection Processes from Customer Homes (Retailer Pickups – As/If Applicable)

JACO notes that in many of its ARPs, it is working closely and extensively with retailers regarding customer service (enrollment) and unit collections. JACO acknowledges that this approach is somewhat unusual, and has received EM&V reviews ranging from slightly negative to generally positive.

JACO's high level observation is that the ARP can change the behavior of retailers significantly – used appliance dealers often buy working used appliances in bulk from retail chains, and refurbish/resell them; such units are often acquired by the retailers as “haul off” units at the time of delivery of a new unit. The ARP provides a market mechanism to ensure that such units are permanently removed from the power grid.

A summary of retailer processes follows.

Note: customers are informed about the ARP by retail staff, and enroll in the program in the retail store through JACO's exclusive on-line live customer qualification and enrollment process called “Quick-Link”. The customer is qualified for program participation within several minutes, and is given a confirmation number. The customer is sent home with 1) descriptive flyer and 2) a sticker for the customer to place on the old unit (which will be removed by the retailer's new appliance delivery team).

In-home unit collection activities are conducted by the participating retailer's appliance delivery services crew as part of the delivery of new refrigerators and/or freezers. Retailer crews will make sure the units meet ARP size and working status eligibility requirements.

Units will not be rendered inoperable, so as to allow unit operating condition verification and/or metering to be performed by JACO and/or the EM&V consultant at JACO's recycling facility. Each retailer will bring harvested units back to its respective regional distribution facility.

The retailer will segregate and store temporarily the harvested units in distinct areas onsite. JACO will haul the collected units from the appliance distribution facilities in 28-foot box trucks or 53-foot trailers to the relevant recycling facility. At the retailer distribution facility, the crew person will enter the ATO number from the sticker into a PDA unit to get the unit into the tracking system.

Any units discerned by JACO to be non-compliant will be identified, excluded from JACO invoices to SVP, and excluded from JACO incentive payments to retailers.

Days of collection from retailer distribution facilities will be Monday through Friday (excluding major holidays).

Meeting Date: 6/23/15

AGENDA REPORT

Agenda Item # 7B.4

City of Santa Clara, California



Date: June 9, 2015

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of Call No. 15-2 for Professional Services with Schweitzer Engineering Laboratories to Provide Wide Area Communications and Transformer Monitoring for the Phase Shifting Transformer

EXECUTIVE SUMMARY:

The City of Santa Clara's Electric Department, Silicon Valley Power (SVP) is currently working on a significant capital project for the installation of a Phase Shifting Transformer (PST) during winter 2015/16. The PST will allow for SVP to maximize our usage of the 230kV system.

A critical part of the PST is the Transformer control and communication design for operating the PST. During the PST design selection process, Schweitzer Engineering Laboratories, Inc., (SEL) was chosen to prepare the detailed communications and transformer control design specification. Siemens is incorporating this design into the manufacturing of the PST in Austria. SEL completed the concept design and hardware requirements under a previous call. The next phase is the detailed design, internal review, and Factory Acceptance Testing (FAT) in Austria. SEL has submitted a proposal to perform this work under their existing call agreement, in the amount of \$156,550.00. A copy of Call No. 15-2 with Schweitzer Engineering Laboratories 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:

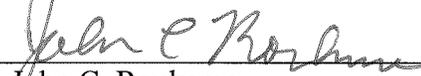
There are no disadvantages to the creation of a correct electrical design of necessary equipment to support the phase shifting transformer. It is advantageous for Silicon Valley Power to have drawings associated with this project for future reference, and for the timely construction of the PST.

ECONOMIC/FISCAL IMPACT:

Call No. 15-2 has a not to exceed cost of \$156,550.00. Sufficient funds are available in the FY 2015/16 Electric Department Capital Project Install Phase Shifting Transformer NRS, account 591-1361-80100-2404-[A]00042-[F]35300.

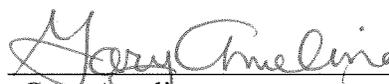
RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Call No. 15-2 for Professional Services with Schweitzer Engineering Laboratories, Inc., in an amount not to exceed \$156,550.00, to provide wide area communications and transformer monitoring for the Phase Shifting Transformer.

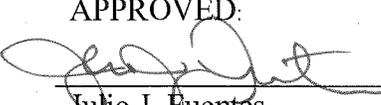


 John C. Roukema
 Director of Electric Utility

Certified as to Budget Form: OK DC
 591-1361-80100-2404 \$156,550.00



 Gary Ameling
 Director of Finance/Assistant City Manager

APPROVED:


 Julio J. Fuentes
 City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) Call No. 15-2 for Professional Services with Schweitzer Engineering Laboratories, Inc.

Ebix Insurance No. S200000170

**CALL NO. 15-2
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY SCHWEITZER ENGINEERING LABORATORIES, INC.**

The Parties to this Call No. 15-2 ("Call") agree that this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Schweitzer Engineering Laboratories, Inc.," dated May 5, 2015, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Schweitzer Engineering Laboratories, Inc., ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Wide Area Communications and Transformer Monitoring" dated May 5, 2015 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on June 16, 2015 and ending on June 30, 2017. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed one hundred fifty six thousand five hundred fifty dollars (\$156,550.00), subject to budgetary appropriations.

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 Call as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Call. It is the intent of the Parties that this Call 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

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

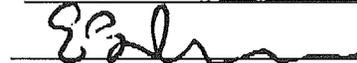
ATTEST:

ROD DIRIDON, JR.
City Clerk

"CITY"

SCHWEITZER ENGINEERING LABORATORIES, INC.
a Washington corporation

Date: 6/3/15

By: 

NANCY L. HINDMAN ERIK C NEWMAN

Title: ~~Chief Operating Officer~~ Finance Director

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Pullman, Washington 99613

Telephone: (509) 332-1890

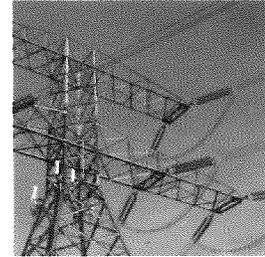
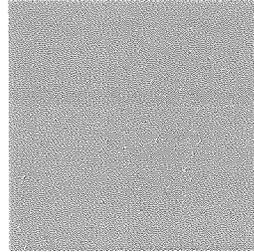
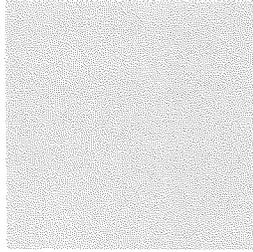
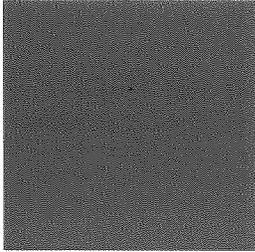
Fax: (509) 332-7990

"CONTRACTOR"



ENGINEERING SERVICES

A Services Division of Schweitzer Engineering Laboratories, Inc.



Proposal for Silicon Valley Power

Wide Area Communications and Transformer Monitoring

SEL Project #: 011808.001.00

Submitted: 5 May 2015

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Document Revision Table

Rev.	Issue Date	Notes
0	5 May 2015	Initial Submittal



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1 Scope of Services

This proposal is provided in response to a request by Albert Saenz of Silicon Valley Power to develop the automation and control scope associated with Silicon Valley Power's upcoming phase shifting transformer installation, including the transformer monitor, data concentration, HMI screens and the wide and local area networks these control systems will communicate over. This scope includes design, testing and internal review, as well as a trip to Austria by two SEL engineers to supervise and participate in the Factory Acceptance Test (FAT). All work will be billed on a time and expense basis.

Service Description	Price
Design, documentation, settings, in-house testing, and travel for two engineers to FAT in Austria for two weeks	\$156,550
Total T&E	\$156,550

All quoted prices are exclusive of any sales, use, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

1.1 Deliverables to Customer

1.1.1 Equipment

SEL will not provide any equipment to Silicon Valley Power ("Customer"):

1.1.2 Documentation

Note: All drawings will be provided in AutoCAD® format (.dwg) version 2010 unless otherwise noted.

SEL will provide the following documentation to the Customer:

- An initial set of drawings for the Customer to review, comment, and approve consisting of the following:
 - Communications diagrams for SSS and NRS-230.
 - Wide area communications diagram incorporating intersubstation communications links.
 - Transformer monitor Logic diagrams.
 - Logic diagrams for any additional logic controllers, such as SEL-2411s, which may be used
- A final set of the above drawings that have been approved by the Customer.
- An instruction manual for the Transformer Monitor system in .pdf format.
- DNP points lists for the Data Concentration RTACs in Excel .xlsx format.
- Relay settings files (in Quickset .rdb format) for the transformer monitor (SEL-2414), and any additional SEL-2411s that are installed.
- RTAC settings files (in AcSELeRator RTAC .exp format) for the Data Concentration RTACs (one at each substation, two in total), the PRC-005 RTACs (at NRS-230 and SSS), and the Transformer Monitor RTAC



1.2 Deliverables to SEL

The Customer will provide the following items to SEL:

- All existing drawings that will be revised for this project in Autocad® vector or hybrid format.
- Typical drawings from a recent project.
- Drawing templates, standards, and numbers. If not supplied, then the project will use SEL drawing templates, standards, and numbers.
- A review and approval of the initial drawing package.
- Input on all conceptual issues as necessary.
- Review and comment on above documentation within a reasonable time frame.
- Any and all information deemed necessary for this project that is not mentioned above.
- Detailed markups of all drawings showing any changes or corrections that occurred during construction. Markup package to be provided within three weeks of placing the equipment in service.

1.3 Change in Scope

The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL will identify any budget or schedule impact and submit it for approval. SEL will proceed with the work as soon as SEL receives written approval, in accordance with established contract provisions.



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2 Payment and Work Schedule

All quoted prices are exclusive of any sales, use, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

For time and expense (T&E) projects, please see Table 1 in Section 3: Clarifications and Exceptions. T&E projects will be invoiced monthly.

Unless indicated otherwise in this proposal, the price does not include the cost of any payment, performance, and/or warranty security instrument.

This proposal is valid for 60 days. SEL reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.

2.1 Payment and Credit Terms

If your company does not have established credit terms sufficient to cover this purchase, SEL reserves the right to require any of the following: credit information, prepayment, letter of credit, or progress payments prior to acceptance.

Work cannot be initiated until adequate credit terms have been established.

Payment Terms: Net 30 days after date of invoice.

2.2 Schedule

Drawings will be transmitted electronically by email to expedite approval turnaround time.

SEL will furnish a schedule for engineering, drawings for approval, manufacture, test, and shipment within one week after receipt of a purchase order and agreed upon terms.

Failure to supply requested information in a timely manner will affect the schedule.

Proposed schedules are based on present workloads and, if applicable, material and equipment deliveries. The schedule may change depending upon the start date and the impact of work that may be awarded to SEL between the date of this proposal and the date of the award.

Schedule is subject to acceptable payment and credit terms.



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3 Clarifications and Exceptions

SEL developed the scope of work, schedule, and price based on the information provided to us as listed in this proposal. Should additional or changed work be required, including such work resulting from unusual conditions or for any other reasons that are not evident from the information provided, changes to the price or schedule may result.

SEL will assign a project manager to the project. The project manager will oversee and maintain the schedule within SEL. The project manager will also be the point of contact with the Customer in order to maintain a smooth flow of information.

3.1 Time and Expense Additional Work

Work performed on an actual T&E basis will be in accordance with the schedule of charges shown in Table 1, **unless specifically modified in this proposal.**



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Table 1 T&E Rate Table (U.S.)

Role	Weekday (per hour)	Weekday Overtime (per hour)	Saturday (per hour)	Sunday/ Holiday (per hour)	Travel (per hour)	Travel Expenses
Consultant	\$250	\$375	\$375	\$500	\$250	Actual
Principal Engineer	\$165	\$247.50	\$247.50	\$330	\$165	Actual
Senior Engineer	\$155	\$232.50	\$232.50	\$310	\$155	Actual
Program Manager Engineer V–VI Resource Manager	\$145	\$217.50	\$217.50	\$290	\$145	Actual
Engineer III–IV Project Manager II–III	\$135	\$202.50	\$202.50	\$270	\$135	Actual
Engineer I–II Project Manager I Senior Specialist	\$125	\$187.50	\$187.50	\$250	\$125	Actual
Specialist II–III	\$115	\$172.50	\$172.50	\$230	\$115	Actual
Associate Engineer Associate Project Manager Senior Designer	\$105	\$157.50	\$157.50	\$210	\$105	Actual
Technician II–III Specialist I Designer IV Project Coordinator	\$90	\$135	\$135	\$180	\$90	Actual
Technician I Designer I–III	\$80	\$120	\$120	\$160	\$80	Actual
Associate Technician Engineering Intern Drafter I–II Senior Project Administrator	\$70	\$105	\$105	\$140	\$70	Actual
Administrative	\$60	\$90	\$90	\$120	\$60	Actual

All quoted prices are exclusive of any sales, use, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

The following details apply to Table 1:

- The Customer is to reimburse SEL for actual travel expenses such as airline tickets, meals, lodging, rental car, parking, and fuel (where applicable). Airline tickets are at the coach rate to the commercial airport nearest the work site; business rates apply for international travel.
- The T&E rate is the charge per person, per hour. Typical working hours are 8 a.m. to 6 p.m., Monday through Friday. Lunch shall be up to 60 minutes with two 15-minute breaks each



day. On-site work outside of typical working hours shall be agreed upon between SEL and the Customer in advance and be subject to additional charges.

- Overtime is defined as time in excess of 8 hours per day.
- As a general rule, no SEL service personnel should be required to work more than 12 hours of any day. Should job requirements result in workloads that exceed 12 hours, SEL and the Customer must agree on other arrangements that may be subject to additional costs.
- Time spent by SEL personnel on site while waiting standby, training, or traveling to/from the site will be considered billable time.
- On-site T&E invoices will include billable project administration and project management time not performed on site.
- The hourly rates quoted include the use of personal computers loaded with Microsoft® Office, Lotus Notes®, MATLAB®, Mathcad®, AutoCAD, MicroStation®, and SEL software used in the preparation, documentation, and processing of settings for SEL products.
- SEL does not bill for long-distance telephone, fax, low-volume copying, and document shipping charges.
- Hourly rates are valid for work performed within one year of the proposal date.
- Holidays observed for U.S. Offices include: New Year's Day (observed), Memorial Day, Independence Day (observed), Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day (observed).

3.2 Cybersecurity – Project Passwords

To maintain security during the processes of engineering, fabrication, factory tests, shipment, delivery, on-site testing, and commissioning, the electronic devices in this system are assigned project passwords. They are specific to this project and are controlled at SEL on a strict need-to-know basis.

As part of the final deliverables from SEL, the Customer will receive documentation identifying the project passwords in each of the delivered products. SEL recommends that the Customer change the project passwords to Customer-defined passwords upon receipt of their products.

SEL policy is to change passwords; however, SEL will follow the Customer policy regarding passwords as advised.



SEL PROPRIETARY INFORMATION
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All rights reserved.

SEL Project #: 011808.001.00
Silicon Valley Power
5 May 2015
Page 6

4 Project Quality Plan

SEL maintains a documented quality system that meets all of the requirements of ISO 9001:2008 and ISO 17025:2005. Copies of SEL Quality System certificates are available at www.selinc.com.

SEL Engineering Services (ES) strives to design, develop, and deliver dependable, quality solutions that exceed Customer expectations by applying the ES Project Procedure illustrated in Figure 1. The procedure and subordinate work instructions encompass a sequential, phase-gate design process. The primary goal is to design in quality from the beginning of the project. Time spent early on to ensure that Customer project requirements and the design basis are correct saves time and effort in later phases for the Customer, the project team, and others involved.

The SEL ES Project Procedure has phases for planning, design, development, testing/validation, commissioning, and close out. Detailed design reviews of requirements and deliverables by competent technical reviewers from SEL authorized reviewer lists ensure the quality of deliverables. Testing and validation processes prove the performance of the solution for the Customer's application.

The Customer has an important role in the process. Throughout the project, SEL will communicate project status and provide opportunities to define requirements, review deliverables, and provide feedback on SEL performance. Additionally, when Customers define hold/witness points or approval requirements, SEL will include the requirements in its detailed project plans to guarantee compliance.

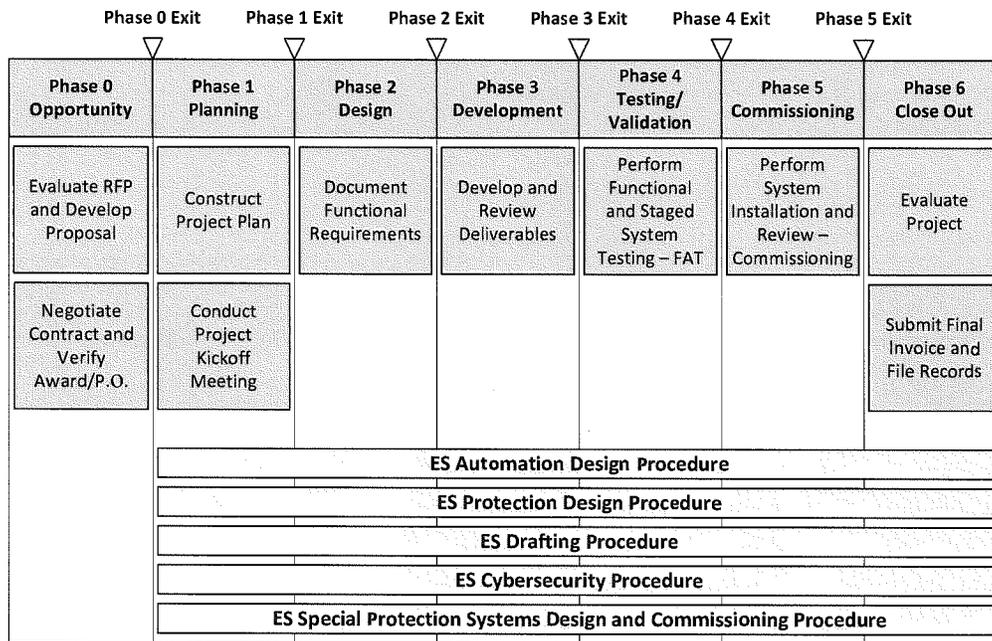


Figure 1: Engineering Services Project Procedure Diagram



5 SEL Terms and Conditions

To accept this proposal and attached terms, please return this sheet, signed and dated.

Silicon Valley Power ("Customer")

1500 Warburton Ave.
Santa Clara, CA 95050-3796

Schweitzer Engineering Laboratories, Inc. ("SEL")

340 Office Court Suite D
Fairview Heights, IL 62208
Phone: 509.334.5696
Fax: 509.334.8135

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contract Information (to be completed by client):

Contract Amount: \$ _____

Client PO/
Reference/Contract#: _____

Ship To Address: _____

Bill To Street Address: _____

Bill To Email Address: _____

1. Applicable Terms and Conditions. These terms and conditions ("Terms") constitute the entire agreement between Customer and SEL with respect to the subject matter hereof. These Terms supersede any prior or contemporaneous, verbal or written, agreements, negotiations, commitments, representations or correspondence between the parties, including any terms and conditions on any purchase order form. SEL hereby rejects any representation, express or implied warranty, course of performance or dealing, trade usage or any different or additional terms and conditions not set forth herein. No variation or modification of these Terms, nor any written consent or acknowledgment, shall have any force or effect unless reduced to writing and signed by an authorized officer of SEL. Any SEL products purchased in conjunction with the Project shall be subject to the then-current SEL product sales terms, which are incorporated herein by reference.

2. Project Description and Documents. "Project" means the project described in the applicable "Scope of Services." "Payment and Work Schedule" means the Payment and Work Schedule applicable to the Project. These Terms include the Scope of Services, as well as each future Scope of Services, the design documents prepared by SEL, the Payment and Work Schedule agreed to by the parties, any future Payment and Work Schedule and any Project Change Orders (to be numbered in accordance with the applicable Project or Payment and Work Schedule).

3. SEL Responsibilities. SEL shall furnish the necessary engineers and technicians to provide the engineering services set forth in the Scope of Services. The professional obligations of SEL's design professionals shall be undertaken and performed in the interest and on behalf of SEL in accordance with applicable laws and regulations governing such design professionals and generally accepted engineering practices prevailing in the state where the Project is located. Nothing contained in these Terms shall create any professional obligation or contractual relationship between the individual professionals and Customer. SEL shall assist Customer in obtaining any necessary approvals of professionally-sealed drawings, and shall assist Customer in obtaining necessary approvals from governmental authorities having jurisdiction over the Project.

4. Customer Responsibilities. Customer shall provide SEL with full information regarding the requirements for the Project, and SEL shall be entitled to rely on such information. Any tests, data of any kind or reports of Customer's other consultants or independent contractors shall be furnished with reasonable promptness and SEL shall be entitled to rely upon their sufficiency, accuracy and completeness without further inquiry. Customer shall provide all information requested by SEL relating to the Project expeditiously and shall render decisions pertaining thereto in order to avoid delay in the orderly progress of the design and construction of the Project. Any corrections or changes to the Project resulting from deficiencies or changes by Customer or others shall be at Customer's expense. Customer must meet the then-current SEL credit requirements. Customer shall pay SEL in accordance with the agreed upon Payment and Work Schedule. Prices are exclusive of any taxes. Amounts due SEL under these Terms that are not paid when due shall bear interest from the date due at a rate of 1.5% per month or the highest applicable rate allowed by law.



5. Intellectual Property. SEL retains all its intellectual property rights. All documents, designs, drawings, plans, specifications and other work product (collectively "Work Product") prepared by SEL in performing the Project shall not be deemed "works made for hire" for Customer. To the extent that any such Work Product prepared by SEL while performing the Project is integrated into the Project, SEL hereby grants Customer a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for internal business purposes only. SEL's Work Product and/or designs for other projects shall not be used for any purpose except the applicable Project without first obtaining SEL's written consent. Customer agrees to indemnify, defend and hold harmless SEL and all related parties from and against any unauthorized use or reuse of Work Product furnished by SEL, and any changes made by Customer or others relating to design documents produced by SEL.

6. Use of Confidential Information. In the performance of the Project and/or these Terms, a party may receive documents, materials, data and other confidential information of the other party, or its affiliates. The receiving party shall use confidential information solely in performance of the Project and any resulting business transaction between the parties. The receiving party shall use at least the same degree of care (and, in any event, not less than a reasonable degree of care) in protecting the disclosing party's confidential information as it exercises in protecting its own similar confidential information. Confidential information shall be subject to these Terms for three (3) years following receipt of such confidential information. Confidentiality obligations shall survive the termination of these Terms.

7. Warranties and Limitation of Liability. SEL shall perform the Project in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall reperform (or, at SEL's option, pay a third party to reperform) any defective services at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE). In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL liability to Customer or its insurers for any loss or damage exceed the price of the specific service that gave rise to the claim, and any liability shall terminate at a reasonable time, not to exceed one (1) year, after provision of services. No claim, regardless of form, arising from these Terms may be brought more than one (1) year from the date such claim accrues. Claims against SEL are hereby agreed to have accrued not later than the completion of the Project, notwithstanding any laws to the contrary. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL be liable for any special, incidental, consequential or punitive damages, including without limitation any loss of profit or revenues, loss of use of associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Customer's Customers for such damages. Customer shall indemnify, defend and hold harmless SEL and all related parties from and against any claims, demands, causes of action, losses, costs and expenses, including without limitation legal fees and other costs, arising directly or indirectly from, as a result of or in connection with the acts or omissions of Customer, its officers, employees, agents or representatives, relating to the Project and/or these Terms, including without limitation any defect or failure or alleged defect or failure in or of any Customer product or operation. Remedies are limited to those set forth in these Terms.

8. Termination. Customer may terminate these Terms upon ten (10) business days written notice to SEL in the event the Project is abandoned or otherwise terminated prior to completion. If such termination occurs, Customer shall pay SEL for the services completed through the date of termination, and Customer shall pay for any obligations, commitments and unsettled claims that SEL has undertaken or incurred in connection with the Project. Customer may terminate the Project if SEL defaults or persistently fails or neglects to perform services in accordance with these Terms. However, such termination is permitted only if Customer provides written notice setting forth the default and SEL fails to begin to correct the default within ten (10) business days after receipt of such notice. If Customer fails to make payment when due or fails to meet the then-current SEL credit requirements, SEL may give written notice of its intention to terminate the Project. If Customer fails to make payment or correct its credit status within ten (10) business days of such notice, SEL may suspend work and terminate the Project. SEL shall recover from Customer for services rendered, including reasonable profit and interest.

9. Dispute Resolution. The laws of the State of Washington, United States of America, excluding conflict of laws principles, shall govern these Terms. Any controversy or claim arising out of or relating to these Terms or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the Procedures for Large, Complex Commercial Disputes under the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Seattle, Washington, United States or another location agreed upon by the parties. The language of the arbitration shall be English. The prevailing party to any dispute shall be entitled to recover legal fees and other costs (including without limitation disbursements, collection costs and the allocated cost of in-house counsel).

10. Miscellaneous. Any notice pursuant to these Terms shall be deemed given when sent by registered or certified mail (return receipt requested), overnight delivery or fax (confirmed receipt and sent by mail) to an authorized officer at the address or fax number provided on the cover sheet of this proposal or, if no such address or fax number is provided, at the registered headquarters of the other party. All rights and duties hereunder shall be for the sole and exclusive benefit of Customer and SEL and not for the benefit of any other party. The assignment or transfer by Customer of any rights or duties hereunder without prior written consent of an authorized officer of SEL shall not relieve Customer of any obligations to SEL. SEL may perform its obligation hereunder personally or through one or more of its subsidiaries, although SEL shall nonetheless be solely responsible for the performance of its subsidiaries. No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in these Terms, shall constitute a waiver of any right thereafter to demand exact compliance with these Terms. The invalidity, in whole or in part, of any provision in these Terms shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision. No party shall be liable for failure to perform or delay in performance of any obligation under these Terms (except payments of amounts already due and owing) where such failure or delay results from any events beyond its reasonable control.



Meeting Date: 6-23-15

AGENDA REPORT

Agenda Item # 7B.5

City of Santa Clara, California



Date: June 2, 2015
To: City Manager for Council Action
From: Director of Electric Utility
Subject: Approval of Amendment No. 1 to the Agreement for the Performance of Services with ENOSERV, a Division of Doble, for Power System Relay Testing and Reporting Software

EXECUTIVE SUMMARY:

The City's Electric Department, Silicon Valley Power (SVP), relies on highly sophisticated, critical relay devices for protection of the high voltage transmission lines serving SVP. These relays require periodic testing and data records management to meet our mandatory regional and federal requirements. In 2004 SVP purchased the ENVOSERV Relay Testing Software (RTS), and system protection device settings database management software, PowerBase. On November 7, 2014 the City entered into a three year Agreement for the Performance of Services to assist SVP with consulting support pertaining to this software. Staff proposes to into an Amendment No. 1 with ENOSERV, a Division of Doble to assist in further implementation of this solution, training and customization of this software program. A copy of Amendment No. 1 for the Performance of Services with ENOSERV, a Division of Doble 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. 1 will allow us to respond with quality assurance to data requests and NERC audit requests in a timely manner and comply with our regulatory requirements.

ECONOMIC/FISCAL IMPACT:

The original agreement has a not-to-exceed amount of \$46,920.00. Amendment No. 1 will increase the not-to-exceed amount by \$22,484.00 for a total not to exceed \$69,404.00. Sufficient funds are available in the Electric Department Substation Protective Relay account, 591-1361-80100-2409-[A]00042-[F]56600 (\$11,242.00) and Transmission System Reinforcements account, 591-1361-80100-2124-[A]00042-[F]56600 (11,242.00).

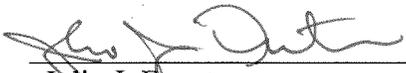
RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Amendment No. 1 to the Agreement for the Performance of Services with ENOSERV, a Division of Doble, in an amount not to exceed \$22,484.00, and a total not to exceed \$69,404.00, for power system relay testing and reporting software.

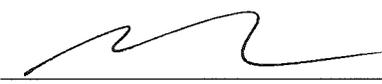


 John C. Roukema
 Director of Electric Utility

Certified as to Availability of Funds:	<i>OK IF</i>
591-1361-80100-2409	\$11,242.00
591-1361-80100-2124	\$11,242.00

APPROVED:


 Julio J. Fuentes
 City Manager



 Gary Ameling
 Director of Finance

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) Amendment No. 1 to the Agreement for the Performance of Services with ENOSERV, LLC

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
ENOSERV, A DIVISION OF DOBLE**

PREAMBLE

This agreement ("Amendment No. 1") is by and between ENOSERV, a Division of Doble, a Massachusetts corporation, with place of business located at 7780 E. 106th Street, Tulsa, Oklahoma 74133 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services By and Between the City of Santa Clara and ENOSERV, LLC, November 7, 2014; and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide on-site services which include RTS data conversion into PowerBase, nameplate cleanup, custom reports and setting conversions into PowerBase, and the Parties now wish to amend the Original Agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Exhibit B entitled "Schedule of Fees" of the Original Agreement, is hereby amended by deleting the existing Exhibit B in its entirety and replacing it with the following:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed sixty-nine thousand four hundred four dollars and zero cents (\$69,404.00), subject to budget appropriations.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

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

ATTEST:

ROD DIRIDON, JR.
City Clerk

“CITY”

ENOSERV, A DIVISION OF DOBLE
an Massachusetts corporation

Date: 5-29-15

By: *J. Miegansho*
Global Contracts Manager

Title: 85 Walnut Street
Address: Watertown, MA 02472

Telephone: 617-393-2977
Fax: 617-926-0528

“CONTRACTOR”



Professional Services Price Quotation

Julia Black		Quote Number: 20150226-KM3		
Santa Clara, City of		Quote Date: 2/26/2015	Expires: 3/27/2015	
Item	Description	Qty	Price	Total
CONSULTING				
1.1	On-site Consulting	2	\$2,750.00	\$5,500.00
1.2	Additional Days On-site Consulting	4	\$2,849.00	\$11,396.00
2.1	Off-site Tier 1 Professional Services - Hourly	0	\$160.00	\$0.00
2.2	Off-site Tier 2 Professional Services - Hourly	0	\$350.00	\$0.00
TRAINING				
3.1	On-site 2-day PowerBase Training class for up to 8 Attendees	0	\$6,380.00	\$0.00
3.2	Additional PowerBase Training Class Attendees (per person)	0	\$1,055.00	\$0.00
4.1	On-site 2-day RTS Essentials Training Class for up to 8 Attendees	0	\$6,345.00	\$0.00
4.2	Additional Day Essentials Training	0	\$2,570.00	\$0.00
4.3	Additional Essentials Class Attendees (price per each)	0	\$945.00	\$0.00
5.1	On-site 2-day RTS Developer Training Class for up to 8 Attendees	0	\$7,205.00	\$0.00
5.2	Additional Developer Class Attendees (price per each)	0	\$1,055.00	\$0.00
6.1	On-site 3-day RTS Advanced Developer Training Class for up to 8 Attendees	0	\$11,245.00	\$0.00
6.2	Additional Advanced Developer Class Attendees (price per each)	0	\$1,055.00	\$0.00
7.1	On-site 1-day RTS Hands-on Training Class for up to 8 Attendees, choose: <input type="checkbox"/> Steady State Operations <input type="checkbox"/> Dynamic State Operations <input type="checkbox"/> both Steady State & Dynamic State Operations	0	\$4,320.00	\$0.00
7.2	Additional Days Hands-on Training	0	\$3,085.00	\$0.00
8	Remote 1/2-day Software Interface Training Class	0	\$1,095.00	\$0.00
9	Travel and Per Diem (two separate trips)	1	\$5,588.00	\$5,588.00
			TOTAL	\$22,484.00

ENOSERV Training / Professional Services Quote (Rev 12/26/2014)

Quote Provided By: Kristina Marriott

Email: kmarrlott@enoserv.com

Phone: 918-622-4530 ext. 110

Page 1 of 4

Prepared by: KM

Reviewed by: KF



ENOSERV PROFESSIONAL SERVICES

ENOSERV understands the effort involved as customers migrate away from existing systems toward standardization with ENOSERV software. Qualified specialists from ENOSERV are available for situations requiring specific expertise with RTS and PowerBase software, whether for consulting, training, test routine development or even custom setup of database options and reports.

The amounts quoted are established from a Statement of Work (SOW) or the best estimate of time required in order to complete project work. Work on the project will cease when the quoted hours have been expended. Additional time can be purchased as needed at the rates shown.

ENOSERV recommends a separate purchase order for professional services to invoice against on a monthly basis as services are performed.

Items 1.1 - 1.2: On-site Consulting Each call out of a consultant to be on-site with a customer is considered a consulting session and is defined as a single occurrence at one location not exceeding a 1-week timespan. The price shown in Item 1.1 reflects the cost of Day 1 of an on-site consulting session. Up to an additional 4 days can be added onto the same session at the price shown in Item 1.2. Price includes travel costs and up to 8 hours daily.

Items 2.1 - 2.2: Off-site Professional Services Different tiers are available depending on the services being requested and the level of complexity:

- Tier 1 services are performed by product specialists
- Tier 2 services are performed by senior-level experts

ENOSERV SOFTWARE TRAINING

ENOSERV will train both administrators and end-users as set by our defined training program in consideration of the number of personnel being trained, the number of classes that will be conducted and the number of sites where training will occur.

Each call out of a trainer to be on-site with a customer is considered a training session and is defined as a single occurrence at one location not exceeding a 1-week timespan. Up to an additional 2 days can be added onto the same session at the prices shown. Prices includes travel costs and up to 8 hours daily.

NOTE: Charges apply for additional training class attendees The standard cost of training includes up to 8 attendees. Up to 4 additional attendees may be added to a class (excluding RTS Hands-on Training). If more than 12 individuals need to be trained, an additional, separate training session is recommended.

Item 3.1 - 3.2: On-site 2-day PowerBase Training PowerBase training helps customers with design, configuration and implementation decisions as well as operational understanding once the system is fully implemented. PowerBase training is generally instructional and covers the PowerBase system using either a prepared ENOSERV demonstration database or the customer's established database depending on the progress of the system implementation.

For companies that aren't fully implemented yet, ENOSERV strongly recommends training both users and administrators later in a separate hands-on training class once the customer database is established. This would ensure an understanding of the system going into production.

Items 4.1 - 4.2: On-site 2-day Essentials Training RTS Essentials is the basic, beginning-level RTS user class that explains the overall purpose and capabilities of RTS for testing relays and other system components. Attendees are introduced to the FasTest module and the concept of Library-System routine linking along with product tools for result printing and database merging.

Items 5.1 - 5.2: On-site 2-day
Developer Training

RTS Developer training is a 2-day course for experienced RTS users who understand the RTS interface and operational concepts and need instruction on how to leverage FasTest tools for developing unique test plans of their own. Beyond new test routine development, attendees will learn the underlying structure of RTS test plans for the benefit of troubleshooting test routines as well. RTS Essentials is a pre-requisite of RTS Developer training.

Items 6.1 - 6.2: On-site 3-day
Advanced Developer Training

RTS Advanced Developer Training is the highest level of RTS instruction ENOSERV provides. Attendees will learn how to incorporate macros and string variables into their unique test procedures for complete flexibility. Upon completion, attendees will understand the nearly limitless possibilities available to them with the RTS application. RTS Developer training is a pre-requisite of RTS Advanced Developer Training.

Items 7.1 - 7.2: One-day
On-site Hands-on Training

RTS Hands-on Training is available for customers that have specific, equipment-related training needs. The daily price for Hands-on Training covers a not-to-exceed class size of up to 8 attendees at a time. Because ENOSERV promotes quality interaction between teacher and student, additional attendees are not allowed in this format although customers may move students in and out as desired. If more than 8 individuals need to be trained, an additional separate training session is recommended. On-site hands-on training fees are quoted at daily rates and include travel and per diem.

Item 8: Remote ½-day Software
Interface Training

The interface training format consists of a ½ day session that is conducted remotely by the instructor using video conferencing technologies. The format can be tailored to address specific topics as requested by the customer. The sessions are designed to be strictly software-interface-based and instructional, meaning without test equipment or relays incorporated into the proceedings.

Item 9: Domestic Travel and
Per Diem

Domestic travel is defined as travel within the contiguous 48 United States. Standard travel & per diem expenses cover costs for an ENOSERV employee to travel to a customer facility and if additional days are needed, then additional days of per diem expenses will be charged.

Standard Terms & Conditions

- Payment terms are Net 30 from date of invoice payable in US Dollars. ENOSERV will reject initial and future purchase orders that do not pay at Net 30 terms. *Failure to remit in a timely manner may result in suspension of software maintenance and support services.*
- Customers must notify ENOSERV of any changes or cancellations at least 30 prior to a scheduled onsite training session. All fees or costs associated with changes or cancellations are the responsibility of the customer and will be charged to the customer by ENOSERV.
- Payment of all training fees is **DUE IN FULL** prior to commencement of class.
- ENOSERV, LLC is not responsible to collect sales tax in states other than Oklahoma, New Mexico, Virginia and Washington. If you are required to collect sales tax on behalf of your state for products or services, please add the appropriate sales tax amount/percentage to the Purchase Order and withhold the sales tax from the payment for self-remittance. If your company is in these states and will be self-remitting use tax, please indicate on your Purchase Order that ENOSERV will not be responsible for collecting/remitting the tax. Should your company be tax exempt, please provide a copy of your exemption certificate with the Purchase Order so that we may update our records.
- Customers must accept ENOSERV software licensing terms as described in the End User License Agreement (EULA) prior to installing software. The ENOSERV standard Software License Agreement (SLA) is available and can be provided as the basis for establishing formal contract terms with ENOSERV. Should contract negotiations require involvement of ENOSERV's attorney, legal consulting fees of \$300/hour will be assessed.
- All sales are final; no refunds will be issued.
- Interest of 1.5% per month shall be applied to all overdue invoices.
- Please send Purchase Orders to sales@enoserv.com or fax directly to 918-622-6569.

ENOSERV Training / Professional Services Quote (Rev 12/26/2014)

Quote Provided By: Kristina Marriott

Email: kmarriott@enoserv.com

Phone: 918-622-4530 ext. 110

Page 4 of 4

Prepared by: KM

Reviewed by: KF

Meeting Date: 6-23-15

AGENDA REPORT

Agenda Item # 7B.6

City of Santa Clara, California



Date: June 2, 2015

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of Amendment No. 1 to the Agreement for the Performance of Services with Environmental Systems Corporation to Provide Software Support for the Continuous Emission Monitoring System at the Donald Von Raesfeld and the Santa Clara Cogeneration Power Plant

EXECUTIVE SUMMARY:

The City's Electric Utility, Silicon Valley Power (SVP), uses the Environmental Systems Corporation's StackVision software and their data controller for reporting emissions data from the Donald Von Raesfeld (DVR) Power Plant to the United States Environmental Protection Agency (U.S. EPA). SVP recently added another data controller at the Santa Clara Cogeneration Power Plant (Cogen) to begin capturing, storing and reporting emissions and operational data to the StackVision software to monitor operations in real-time. Staff proposes to enter into Amendment No. 1 to cover the additional cost for the controller at the Cogen Facility. A copy of Amendment No. 1 to the Agreement for the Performance of Services with Environmental Systems Corporation can be viewed on the City website or is available in the City's Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

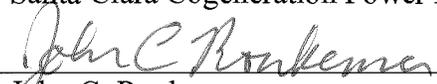
This controller will ensure continued compliance with regulatory reporting requirements by the continued use of the services of Environmental Systems Corporation.

ECONOMIC/FISCAL IMPACT:

The cost of the original contract was \$52,500.00. This amendment increases the not-to-exceed amount by \$24,600.00 for a total contract cost not-to-exceed \$77,100.00. Sufficient funds have been budgeted for FY 2015/16 in the Electric Department Operating Budget, Contractual Services Not Classified, account 091-1377-87870-[F]92300.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Amendment No. 1 to the Agreement for the Performance of Services with Environmental Systems Corporation, in an amount not to exceed \$24,600.00, for a total not-to-exceed amount of \$77,100.00 over the term of the agreement, to provide Software Support for the Continuous Emission Monitoring System at the Donald Von Raesfeld and the Santa Clara Cogeneration Power Plants.



 John C. Roukema
 Director of Electric Utility

Certified as to Budget Form: LF.
 091-1377-87870 \$24,600.00

APPROVED:


 Julio J. Fuentes
 City Manager



 Gary Ameling
 Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) *Amendment No. 1 to the Agreement for the Performance of Services with Environmental Systems Corporation*

Ebix Insurance No. S200000789

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
ENVIRONMENTAL SYSTEMS CORPORATION**

PREAMBLE

This agreement ("Amendment No. 1") is by and between Environmental Systems Corporation, a Texas corporation, with its principal place of business located at 10801 N. Mopac Expressway, Building 1, Suite 200, Austin, Texas 78759 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and Environmental Systems Corporation, dated May 21, 2013 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide ESC/DASProtect Support and Maintenance for StackVision and Data Controller, and the Parties now wish to amend the Original Agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Exhibit B entitled "Schedule of Fees" of the Original Agreement, is hereby amended by deleting the existing Exhibit B in its entirety and replacing it with the following:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed seventy seven thousand one hundred dollars and zero cents (\$77,100.00), subject to budget appropriations.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

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

ATTEST:

ROD DIRIDON, JR.
City Clerk

"CITY"

ENVIRONMENTAL SYSTEMS CORPORATION
a Texas corporation

Date: 5/26/2015

By: [Signature]
JEFF RABENSTEINE

Title: President
Address: 10801 N. Mopac Expressway
Building I Suite 200
Austin, TX 78759
Telephone: (512) 250-7900
Fax: (512) 258-5836

"CONTRACTOR"

May 14, 2015

ESC-27854-003

Mr. Damon Beck
Silicon Valley Power (for City of Santa Clara)
850 Duane Avenue
Santa Clara, CA 95054

E-mail: dbeck@svpower.com

RE: Silicon Valley Power- One (1) 8832 Data Controller (Refurbished) and Engineering Services

Dear Mr. Damon Beck:

ESC is pleased to provide you a proposal for: One (1) 8832 Data Controller (Refurbished) and Engineering Services

The offer presented in this proposal is valid for a period of 90 days from the date of issuance. ESC's pricing is contingent upon the full and complete acceptance of this proposal and the documents referenced herein (including all attachments). To assist with processing, your contract or purchase order should reference this proposal and indicate the full term and price of the services that you purchase. Additionally, you should send your contract or purchase order to escsales@envirosys.com and attach a copy of your tax exempt certificate (if applicable). If you have any questions, please do not hesitate to call me at the number listed below.

Sincerely,

ESC Sales

escsales@envirosys.com
(512) 250-7902

BASE SCOPE & PRICE

8832 Data Controller - Refurbished		
Plant/Server	Description	Price
Silicon Valley Power (for City of Santa Clara)	(1) x ESC Model 8832 Data Controller(s) each with: <ul style="list-style-type: none"> • CEM Firmware • (3) x 32CUR-I: Eight (8) Analog 4-20 mA Current Inputs • (3) x 32CDS-I: Eight (8) Digital Status Inputs (Contact Closure) • (3) x 32D-O: Eight (8) Digital Outputs with 115 VAC, 5 amp Relays • (3) x 32CUR-O: Eight (8) Isolated 4-20 mA Current Outputs 	\$5,000.00
Total:		\$5,000.00
The following notes apply where referenced above: 1) Additions to scope or changes to the basis on which the proposal was formed may result in additional charges per specified rates. 2) Rates for remote work are 140 \$/hour. Rates for on-site work are 3580 \$/trip plus 1875 \$/day.		

Engineering Service Projects		
Plant/Server	Description	Price
Silicon Valley Power (for City of Santa Clara)	<p>Scope:</p> <ul style="list-style-type: none"> - configure water; fuel flow; and ratio channels (6 total - 3 for each unit) - configure 1 hour predictive alarming in the 8832 for 2 channels <ul style="list-style-type: none"> - assumes the 1 minute data is carried through to the end of the hour - 8832 data controller will be polled by the DVR SV server. - ESC assumes DVR IT will resolve the communication path - Verify communication path/ polling of data and calculations of channels. - configure 1 console screen per customer request. - add alarm for both units on HEATIN at 55.1 MMBTU/HR - add alarms for water-to-fuel ratio 57% and 62% to alarm when outside of range - verify linked reports for new water-to-fuel ratio parameter <p>Clarifications:</p> <ul style="list-style-type: none"> • Fixed scope & price assumes all work will be performed remotely • ESC will invoice 50% upon order and 50% upon substantial completion • Refer to note(s): 1, 2 	\$19,600.00
Total:		\$19,600.00
The following notes apply where referenced above: 1) Additions to scope or changes to the basis on which the proposal was formed may result in additional charges per specified rates. 2) Rates for remote work are 140 \$/hour. Rates for on-site work are 3580 \$/trip plus 1875 \$/day.		

Grand Total:	\$24,600.00
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ATTACHMENTS

ESC Standard Terms and Conditions

8832 Data Controller Information



Meeting Date:

06/23/15

AGENDA REPORT

City of Santa Clara, California

Agenda Item #

7B.7



Date:

June 9, 2015

To:

City Manager for Council Action

From:

Director of Finance/Assistant City Manager

Subject:

Approval of an Agreement for the Performance of Services with NBS Government Finance Group for Consulting Services to Complete a Cost Allocation Plan and User Fee Study

EXECUTIVE SUMMARY:

State law requires the City to periodically review and update its cost basis for fee-based services. In line with the City's policy, a new study is completed every few years. The City's Cost Allocation Plan (CAP) was last updated using the 2013-14 data and forms the basis for allocating support services costs to fee-based services. The User Fee Study utilizes the results of the CAP in setting fees for services provided to the public and services charged by departments to non-General Fund departments.

Staff is recommending the hiring of NBS Government Finance Group to complete the CAP and User Fee Study. The agreement term is for a two-year period over two fiscal years (2015-16 and 2016-17). A copy of the agreement with NBS Government Finance Group 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:

The advantages of updating the CAP and User Fee Study include assuring that our fees are set based on current costs and approved cost recovery objectives and providing transparency in the fee structure for the City's development-related and other municipal fees. Best practices call for the CAP and User Fee Study to be updated every few years. Because of staffing changes and department reorganizations, certain functions have been revised and this should be reflected in the cost structure of the fees. There is no disadvantage to updating these schedules.

ECONOMIC/FISCAL IMPACT:

The total cost for NBS Government Finance Group under this agreement will not exceed \$63,870.00. The project will be carried out over a period of months spanning two fiscal years. The cost in FY 2015-16 will be \$40,130.00 and funds are available in the Contractual Services budget (001-3362-87870). The remainder of the project will be executed the following fiscal year and funded (\$23,740.00) in the FY 2016-17 budget.

City Manager for Council Action

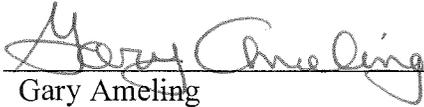
Subject: Approval of an Agreement for the Performance of Services with NBS Government Finance Group for Consulting Services to Complete a Cost Allocation Plan and User Fee Study

June 9, 2015

Page 2

RECOMMENDATION:

That the Council approve and authorize the City Manager to execute an Agreement for the Performance of Services with NBS Government Finance Group in an amount not to exceed \$63,870.00 (\$40,130.00 in FY 2015-16) for consulting services to complete a Cost Allocation Plan and User Fee Study.



Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:



Julio Fuentes
City Manager

Certified as to Budget Form:

001-3362-87870

\$40,130.00



Gary Ameling
Director of Finance/
Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) Agreement with NBS Government Finance Group***

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NBS GOVERNMENT FINANCE GROUP, DBA NBS**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between NBS Government Finance Group, dba NBS, a California corporation, with its principal place of business located at 32605 Temecula Parkway, Suite 100, Temecula, California 92592 (“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, 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 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.

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 provide 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: Finance Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 243-8687

And to Contractor addressed as follows:

Name: NBS Government Finance Group, dba NBS
Address: 32605 Temecula Parkway, Suite 100
Temecula, California 92952
or by facsimile at (951) 296-1998

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. AFFORDABLE CARE ACT OBLIGATIONS.

To the extent Contractor 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, Contractor 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 Contractor's responsibilities under the Act.

35. RESERVED.

36. 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.

37. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

(Signatures follow on Page 10)

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:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

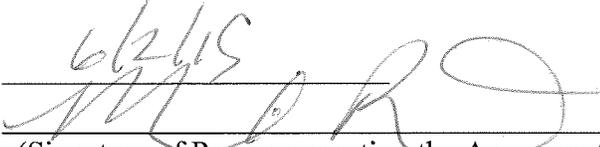
JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

NBS GOVERNMENT FINANCE GROUP, DBA NBS

a corporation

Dated: 6/2/15

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

Name: Michael Rentner

Title: President & CEO

Local Address: 32605 Temecula Parkway, Suite 100
Temecula, California 92592

Email Address: mrentner@nbsgov.com

Telephone: (800) 676-7516

Fax: (951) 296-1998

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NBS GOVERNMENT FINANCE GROUP, DBA NBS**

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, "City of Santa Clara – Cost Allocation Plan and User Fee Study" dated April 3, 2015, which is attached to this Exhibit A.

1. SCOPE OF WORK

APPROACH AND UNDERSTANDING

In general, NBS' project management philosophy is based on effective communication and timely delivery of work product. In the sphere of varying types of competitor firms available for provision of these services, the City should ultimately focus on selecting the consultant with the strongest project management abilities, experience, and positive references.

At NBS, we ensure that each client is serviced by a **senior level technical consultant** for the majority of onsite tasks, presentations, and project direction. Our proposed project managers have expertise and decades of experience in this exact type of work.

WORK PLAN 1: COST ALLOCATION PLAN

An Overhead Cost Allocation Plan is an analysis – accompanied by supporting documentation – which distributes the general governmental and support service costs of an organization to the direct municipal services and activities provided to the public. Common uses for the result of a cost allocation plan are:

- Application in the cost basis for governmental fees and charges.
- A component in the derivation of fully-burdened hourly rates for agency personnel.
- Inter-fund charges for recovery to the General Fund of support provided to areas outside it, such as the Sewer Services Fund or Enterprise Funds
- Rates applicable to cost accounting, such as charging labor time to capital projects.
- Mark-ups on costs directly passed-through to users.
- Recovery of costs from external funds such as grants or agreements with other agencies.

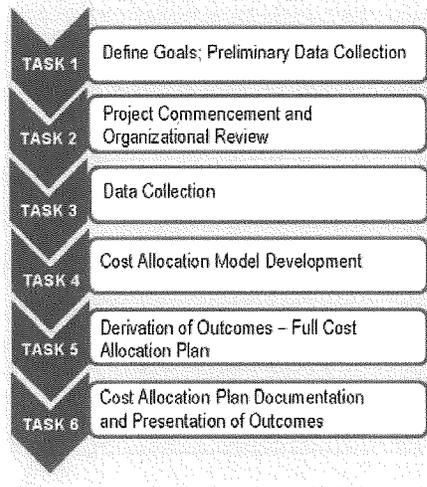
In the NBS approach, the Overhead Cost Allocation Plan encompasses the following analytical steps:

- Meet with City staff; define goals of plans
- Compiles actual cost data.
- Expresses costs according to the functions of service they provide.
- Assigns a factor to use as a basis for allocation.
- Performs a minimum of two-step series of allocations.
- Derives total assigned overhead amounts by public service/fund.

Aside from accurately reflecting an organization's costs, the most important step in preparing a reasonable cost allocation plan is the selection of allocation factors. These data sets should represent either:

- Actual or estimated workload of the function allocated; or,
- A reasonable and generally accepted means of apportioning benefit for the function allocated.

Exhibit A. Cost Allocation Plan Tasks Overview



In this way, resulting cost allocations represent a reasonable component to establishing the full cost of providing services.

All NBS cost allocation plans comply with the requirements and guidelines of Title 2, Code of Federal Regulations, Part 225, Cost Principles for State, Local, and Indian Tribal Governments (formerly known as OMB A-87). NBS can provide cost allocation outcomes that are either more or less restrictive in application of Federal OMB requirements, depending on whether the primary intended use of the cost allocation plan results are for reimbursement of overhead costs from State or Federal grants.

WORK PLAN 2: USER FEE STUDY

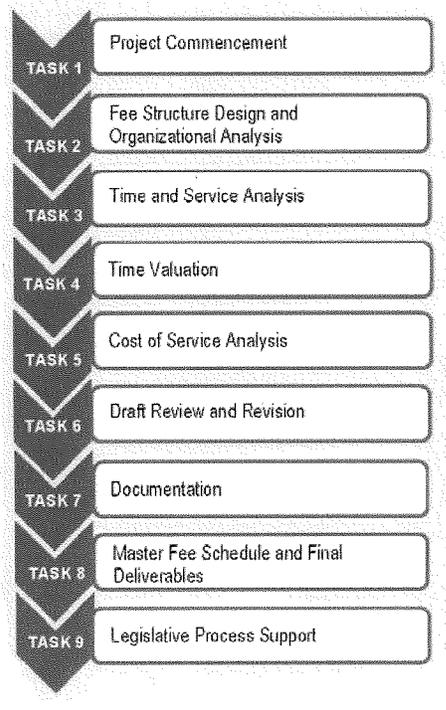
The project goals for a Comprehensive Fee Study are to identify the full cost of service in fee-related activities and to facilitate the development of strategies/policy for recovery of those costs in user/regulatory fees in all City departments including:

- City Manager/ Administrative
- Planning and Inspection
- Engineering
- Streets
- Water and Sewer Utility
- Finance
- Fire
- Library
- Parks and Recreation
- Police
- Electric Utility

In general, the scope of services for each department and activity noted above includes all fees for service that can be analyzed on a time estimate per activity basis. Taxes, penalties, fines, and fees regulated or set by the State, as well as development impact fees and utility rates would be excluded from this analysis. Equipment and facility rental fees are also excluded from the cost of service analysis, but may be surveyed to obtain local market rate information.

See detailed Work Plan in Section 3.

Exhibit B. User Fee Study Tasks Overview



3. PROPOSED WORK PLAN

WORK PLAN 1: COST ALLOCATION PLAN

Task 1: Meet with City Staff; Define Goals; Preliminary Data Collection

The purpose of this task is to initiate the project on solid footing and establish common understanding. As part of Phase One, in the first year, NBS will meet with selected City staff to define purpose, use and goals of the Full Cost Allocation Plan. NBS will review, discuss and recommend other tasks that it deems appropriate to achieve the objectives set forth in the City's RFP. NBS will gather and review published City information and readily-available data and issue a comprehensive data request to City staff, to include items such as detailed revenue and expense budgets for the current and last completed fiscal year, any timekeeping data currently recorded by City staff, and any relevant volume/activity statistics currently tracked by the City. (The latter two items will be requested in a more refined basis after project commencement and staff interviews are conducted.)

Task 2: Project Commencement and Organizational Review

NBS will identify an initial list of indirect cost centers and recipients, which typically include, but are not limited to the following City Departments: City Council, City Manager, City Clerk, City Attorney, Finance, Information Technology, Human Resources, Administrative Services, and Building or Facilities maintenance.

In one series of on-site meetings:

- ✓ Meet with a gathering of participating City staff (e.g., Finance personnel) to kick-off the project, discuss initial ideas regarding cost allocation, plan structure and prepare for subsequent analytical review efforts.
- ✓ Conduct individual meetings with each indirect cost center to examine further the City's current organizational and financial structure, and identify functional service levels in which to summarize indirect costs.
- ✓ Discuss with City staff the recommended cost allocation detail and corresponding bases for apportioning costs City-wide. This step will include specific discussions regarding those support services which fluctuate to determine the most appropriate allocation basis with the goal to reduce the variance from year to year.

Task 3: Data Collection

With City staff buy-in and cooperation, embark on data collection to develop sets of information to be used as factors for cost allocation. (The study will seek to primarily use data sets already maintained for other purposes in order to minimize ongoing labor burdens in maintaining future cost allocations; however, new data sets may be developed where warranted.)

Task 4: Cost Allocation Model Development

Work with City staff to discuss the identified structure and ensure that the proposed direction will satisfy all City-wide requirements for overhead allocation. Develop an overhead cost allocation model in the Microsoft Excel spreadsheet environment. Reflect the City's organizational and financial structure and target a user-friendly, sustainable configuration. Include easily-identifiable and annotated data entry areas, the necessary computations to perform at least two levels and layers ("step-downs") of cost allocations City-wide, and summary reports identifying total annual costs allocated summarized by department and each function and program.

Task 5: Derivation of Outcomes – Full Cost Allocation Plan

Compile associated costs and make any necessary adjustments to costs to ensure capture only of relevant support services costs. Input cost and allocation factor data into the overhead cost allocation model, and complete the functionality of the plan. Generate annual allocated costs by budget unit and fund. Meet with City staff via teleconference once during this process to review interim analysis/progress. Collect input and one-round of revisions to the draft plan results.

Task 6: Cost Allocation Plan Documentation and Presentation of Outcomes

Prepare a draft report documenting the Full Cost Allocation Plan. The draft will be issued to City Management in PDF format. The report includes an Executive Summary, Citation of data sources and key analytical assumptions, illustration of analytical methods, presentation of findings, narrative descriptions complying with the standards of OMB A-87 and GAAP. Participate in the presentation of the draft plan to select City staff and City Council. Collect input, and make one round of revisions to the draft report. Provide the City with PDF electronic copies of the final report, as well as five bound hard copies and one unbound copy.

City's Responsibilities

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that Consultant will have no liability to City or any third party if such Information is not correct.

Client testimonial

"Nicole Kissam and Greta Davis made a strong presentation at our City Council meeting, and they were able to answer pointed questions from the Council. Their answers were succinct and to the point. In particular, Nicole Kissam provided an excellent level of subject matter expertise and project management overall. In addition, NBS has provided other services for the City for a number of years, and they do an outstanding job... The work is high quality and is performed on time."

**CITY OF SAN CARLOS
REBECCA MENDENHALL
ADMINISTRATIVE SERVICES DIRECTOR**

WORK PLAN 2: USER FEE STUDY

The following provides our detailed proposed Work Plan for completion of a Comprehensive Fee Study for the City of Santa Clara. The task plan is consistent for both phases of the User Fee Study project. Phase one will be performed in year one for five departments to be strategically selected with City staff, using FY 15/16 expenses. The fee reviews will be performed concurrently with the Full Cost Allocation Plan. Phase two of the User Fee Study will take place in year two, using FY 16/17 expenses for the remaining five departments.

Task 1: Project Commencement

NBS will acquire published or accessible data from the City, centering on adopted budgets, recent financial performance (revenues and expenditures), current labor cost detail and classifications, organizational structures, existing relevant policies, existing time-tracking and volumetric data, and other items of a more global nature. NBS will then issue a consolidated data request to City staff for the balance of needed preliminary data requirements if additional sources are needed.

NBS will conduct an onsite administrative project commencement meeting with City staff members, including those who will manage the progress, completion, and implementation of the study's findings. This meeting will include a discussion of expectations and an overview of the process for conducting the analysis, including: coordination for onsite and remote interactions with City personnel in all divisions, timeline for project completion, and other topics.

Task 2: Fee Structure Design and Organizational Analysis

In combination with Task 1, conduct onsite project commencement events with individual departments/divisions initially to provide the fee-related services under review in this study. The chief purpose of these meetings is to acquire a broad understanding of each division's organization, performance of core services, functions of service, staffing structure/lines of command, current fee structures and systems, known issues/deficiencies in current fees, known areas for new fees, and availability of existing time-tracking and volumetric data. Applying industry expertise, NBS consultants will recommend and develop fee structures (as opposed to amounts) for each area under review. Fee structures include flat fees, variable fees based on measurable service characteristics (e.g., project types, size, etc.), and variable fees based on staff time (e.g., hourly rates with deposits), etc. Fee structure can also mean rewriting fee categorical descriptions to retain flat fees for administrative ease but introducing variation in the applicable fee for an applicant or user.

Task 3: Time and Service Analysis

Determine and communicate the subsequent steps to acquire and/or develop organizational, performance, and time information necessary for establishing costs of service for justifying fees. Consultants will also preliminarily identify any other divisions outside those immediately identified that are involved in the direct provision of the services under review and will schedule comparable commencement events with those areas. Develop an approach and tools for acquiring and/or developing the organizational, performance, and time information necessary for justifying fees. For areas where simple remote questionnaires may suffice, develop and route the forms to key personnel within each division. For areas where onsite interviews will be necessary, coordinate scheduling and develop interview tools. Conduct onsite events with individual divisions – and potentially small groups within each division – to generate organizational, performance, and time information necessary for justifying fees.

After acquiring historically-tracked and/or currently-available time and volumetric data, as well as information developed through questionnaires and/or interviews, determine any necessary secondary course of action to continue and/or refine organizational, performance, and time data. Up to two iterations of the time and service analysis for each department are included to ensure that the cost of service analysis is defensible and reasonable. Iterative efforts will be manageable through the use of highly-concentrated/targeted remote follow-up email communication, questionnaires, and or phone

conferences with appropriate divisional personnel. The product of this task will be a model of the complete organizational, performance, and time requirements for the services under review in this study.

Task 4: Time Valuation

Prepare the analytical module that will perform a time valuation analysis. This module will determine the full cost of service on an annual basis for each division, for various functions of service, and on an hourly basis for the entire division, for core functions within a division, and as warranted, by classification of personnel. Consider the applicability of productive hours or direct-billed hours as the basis for the rate calculation, depending on the division or function in question. Integrate City financial/budget data, payroll/labor data, and established overhead charges or cost allocations, as follows:

- Define the **direct costs** of service for each division involved in each service under review in this study. Direct costs reflect those specifically related to the provision of service embodied by the activities reflected in the fee schedule, as well as any potential additions to that list.
- Define the **indirect costs** of service for each division involved in each service under review in this study. Indirect costs are those incurred to support the provision of direct service, and may be reflected in many functional forms, depending on the division and/or direct services in questions. Examples of indirect functions include administrative support, customer service/public information, code/policy/standards maintenance, training, and management. Outside of discrete functions, indirect costs may also include tangible items, such as materials and supplies.
- Determine applicable **City-wide indirect costs**, such as those defined in the Full Cost Allocation Plan, prepared as part of Phase One, to determine appropriate shares of administrative, support services, and/or governance costs. The City is responsible for providing this information.

Task 5: Cost of Service Analysis

The full cost of service defined by NBS serves as the analytically-justified maximum amount that may be recovered through a user/regulatory fee adopted solely by the City Council. Prepare the module that will perform the cost of service analysis. This module will determine the full cost of service at an activity level for each individual service currently associated with a fee or selected as a candidate for a new fee. Integrate applicable information developed in previous tasks to develop activity costs of service. Apply performance/time estimates at identified activity levels to the fully-burdened hourly rates developed in the Time Valuation tasks to determine the full cost of service for each fee-related service. Add any discrete materials/services costs not reflected in the time valuation for specific activities, such as substantial equipment and incremental contract services. The outcome of this task will provide the following information in a draft of results for review:

- Total estimated cost of providing each fee for service included in the study. Once finalized, these amounts will represent the legal maximum the City could charge for each service.
- Comparison of the total estimated cost of each fee for service to the current fee charged by the City. Display of the current cost recovery percentage for each fee item.
- Projection of the annual current fee revenue collected for each department and comparison of that amount to the annual estimated total costs of providing fee related services. Display of the annual amount of potential additional revenue available, or current surplus collected in fee revenue.
- Placeholder tables for the recommended fee analysis, which will allow City staff and policy makers to suggest fee amounts at or below the maximum allowable fee level, and project the total annual revenue impacts of their recommendations.

Task 6: Draft Review and Revision

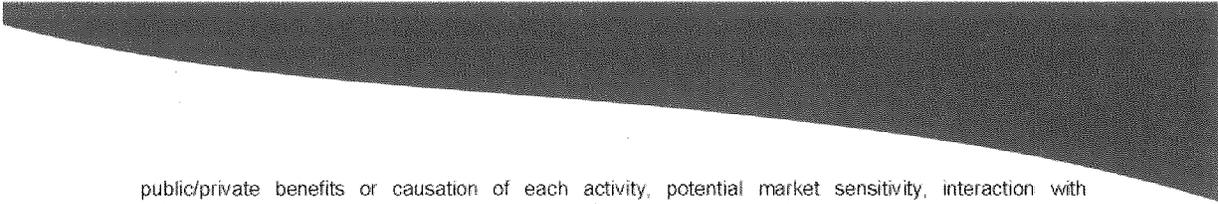
Conduct review events by teleconference, with each individual department or division to review the draft results of the Study. Determine any necessary refinements to core assumptions and discuss applicability in current and/or alternative fee structures.

Discuss pricing objectives from the divisional perspective, i.e., the division's comfort with full cost recovery or some alternative level of cost recovery. Consultants will facilitate this conversation by discussing

Prepared by NBS – April 3, 2015

City of Santa Clara – Cost Allocation Plan and User Fee Study

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public/private benefits or causation of each activity, potential market sensitivity, interaction with established City goals or policies, behavior modification influence, and other considerations. Based on review with City staff, revise core analytical modules and finalize the activity costs of service. Calculate the final unit costs of service that will serve as the foundation for any revised fee amounts and/or fee structure.

This task represents one planned iteration of the analytical work products.

Task 7: Documentation

Prepare a written report describing the complete work and findings of the project. Include an executive summary, narrative sections detailing the Fee Structure Design, Organizational Analysis, Time Valuation, and Cost of Service Analysis. Issue the draft report in electronic form (portable document format) to City staff and management for review. Include one round of changes to the narrative draft final report, to reflect City management group input (includes narrative changes, no numerical/analytical revisions included).

Task 8: Master Fee Schedule and Final Deliverables

NBS will consolidate all fee items into one Master Fee Schedule file for use in public presentations, City Council meetings, policy discussions, implementation purposes, or other use. Issue the final report draft to City's Management staff. One round of minor revisions to the final report draft presented therein is included (includes narrative changes, no numerical/analytical revisions included). Issue final study to City staff and management in PDF and provide twelve bound copies and one unbound copy to the City.

Task 9: Legislative Process Support

NBS will actively support the City's process to legislatively review, approve, and implement any changes to fees stemming from this study. NBS will prepare foundational presentation materials for use in public meetings. Prepare for and attend one (1) meeting or public hearings of the City choice to present study findings and respond to questions on behalf of or in support of Department staff.

City's Responsibilities

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that Consultant will have no liability to City or any third party if such Information is not correct.

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EXHIBIT B

FEE SCHEDULE

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable), such as:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed forty thousand, one hundred-thirty dollars (\$40,130.00) for the period ending June 30, 2016 and twenty-three thousand, seven hundred-forty dollars (\$23,740.00) for the subsequent period ending June 30, 2017, subject to budget appropriations. The total for the two-year period ending June 30, 2017 shall not exceed sixty-three thousand, eight hundred-seventy dollars (\$63,870.00), subject to budget appropriations.

5. FEES

Our professional fees are based on our understanding of the City's needs and the effort we believe is necessary to complete a comprehensive scope of services as described in our Proposal. We express this honestly and transparently through our price proposal. Should the proposed project cost noted here fall outside of the City's expectations, please let us know so we can discuss a scope and project fee that are mutually agreeable.

HOURLY RATES

NBS applied the following hourly rates to derive the overall not-to-exceed pricing for the requested scope of services. NBS' rates are inclusive of all costs associated with professional time, such as travel, document production, and incidentals. The rates will apply for the duration of our contract:

- Director / Associate Director / Lead Consultant, \$190 per hour
- Consultant / Analyst, \$140 per hour

DETAILED PROJECT BUDGET

NBS proposes a professional fee that is a fixed amount of **\$63,870** as broken down in the following table:

Work Plan	PHASE 1	PHASE 2
Cost Allocation Plan	\$15,620	\$4,880 <i>(Optional)</i>
User Fee Study	\$24,510	\$18,860
Totals by Phase	\$40,130	\$23,740
TOTAL ALL PROJECTS ⁽¹⁾		\$63,870

⁽¹⁾ Includes Optional Cost Allocation Plan Expense Update

Should the City require additional meetings, a fee of \$1,200 per meeting would apply. At no time will we invoice for charges in excess of the fee to which the City and NBS mutually agree. Should the City specifically request additional services beyond those described in this document, we will discuss those requests and associated costs at that later time and only invoice for additional fees upon separate written authorization from the City. NBS proposes to invoice the City on a monthly basis, following recorded consultant time on the project, paralleling our completion of the work.

See detailed project budget on following page.

Exhibit G. Detailed Project Budget

PROJECT COST DETAIL - CITY OF SANTA CLARA	NBS Consultant Labor (Hours)		Grand Totals	
	Kirsch / Davis / Shel	Bowers / Velasco	Consultant Labor (Hours)	Consultant Costs (\$)
PHASE 1: Task Plan (Year 1)	Director / Associate Director / Lead Consultant	Consultant Analyst		
<i>Hourly Rate</i>	\$190	\$140		
WORK PLAN 1: FULL COST ALLOCATION PLAN				
Task 1: Initiate the Cost Allocation Study	6	8	14	2,260
Task 2: Project Commencement and Organizational Review	8	8	16	2,600
Task 3: Data Collection	4	8	12	1,800
Task 4: Cost Allocation Model Development	8	17	20	3,200
Task 5: Derivation of Outcomes - Full Cost Allocation Plan	8	16	24	3,750
Task 6: Cost Allocation Plan Documentation and Presentation of Outcomes	4	8	12	1,800
Subtotal	39	60	99	\$ 15,620
WORK PLAN 2: SERVICES FEE STUDY				
Task 1: Commencement and Data Collection	2	2	4	600
Task 2: Fee Structure Design and Organizational Analysis	6	16	22	3,300
Task 3: Time and Service Analysis	16	8	24	3,600
Task 4: Time Valuation	10	10	20	3,000
Task 5: Cost of Service Analysis	16	16	32	5,200
Task 6: Draft Review and Revision	3	6	9	1,410
Task 7: Documentation	4	10	14	2,100
Task 8: Master Fee Schedule and Final Deliverables	8	6	14	2,350
Task 9: Legislative Process Support	8	2	10	1,800
Subtotal	73	76	149	\$ 24,510
Task 10: "Optional" Additional Legislative Process Support				<i>(per meeting)</i>
			TOTAL PHASE 1	\$ 40,130
PHASE 2: Task Plan (Year 2)	Director / Associate Director / Lead Consultant	Consultant Analyst	Consultant Labor (Hours)	Consultant Costs (\$)
<i>Hourly Rate</i>	\$190	\$140		
WORK PLAN 1: FULL COST ALLOCATION PLAN Update				
Task 1: Optional Update to FY 16/17 Expenses	4	16	20	3,000
Task 2: Derivation of Outcomes - Full Cost Allocation Plan	4	8	12	1,800
Subtotal	8	24	32	\$ 4,800
WORK PLAN 2: SERVICES FEE STUDY				
Task 1: Commencement and Data Collection	2	2	4	600
Task 2: Fee Structure Design and Organizational Analysis	4	12	16	2,400
Task 3: Time and Service Analysis	13	6	19	2,850
Task 4: Time Valuation	8	8	16	2,400
Task 5: Cost of Service Analysis	12	12	24	3,600
Task 6: Draft Review and Revision	2	4	6	900
Task 7: Documentation	4	8	12	1,800
Task 8: Master Fee Schedule and Final Deliverables	6	4	10	1,700
Task 9: Legislative Process Support	8	2	10	1,800
Subtotal	58	56	114	\$ 18,860
Task 10: "Optional" Additional Legislative Process Support				<i>(per meeting)</i>
			TOTAL PHASE 2	\$ 23,740
TOTAL ALL PROJECTS ⁽¹⁾	177	216	393	\$ 63,870

⁽¹⁾Includes Optional CAP Expense Update

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EXHIBIT C

INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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

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

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide 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
NBS GOVERNMENT FINANCE GROUP, DBA NBS**

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.

NBS GOVERNMENT FINANCE GROUP, DBA NBS

a corporation

By: _____

Signature of Authorized Person or Representative

Name: Michael Rentner

Title: President & CEO

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE }

On 6/2/15 before me, STACEY M. TAYLOR NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

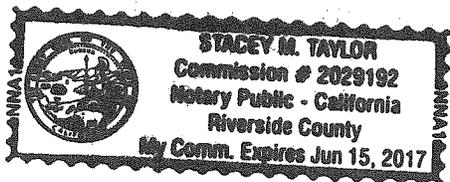
personally appeared MICHAEL RENTNER
Name(s) of Signer(s)

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 Stacey M. Taylor
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____



Date: June 23, 2015

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Approval of an Agreement with Shums Coda Associates, Inc. in an amount not to exceed \$300,000 for Temporary Inspection and Permit Staff and Plan Review Services

EXECUTIVE SUMMARY:

The construction activity in the City of Santa Clara continues to be very high. The Planning and Inspection Department anticipates that the pace will continue at this level for at least the next several years. Current substantial projects in the works include the Monticello Village mixed use project, the Santa Clara Square office and retail project, the Sobrato Citrix campus, the Gallery residential project and SummerHill's Villas project, to name a few. Other large projects in plan check now or soon, or ready to begin construction soon, include the NVIDIA Phase I project, Santa Clara Square Phases II and III and Menlo Equities Building D. Other significant projects are in the entitlement process, including the final Phase of Menlo Equities, Mission Town Center by the Irvine Company and the Gateway Village project by Essex. Ongoing are the special events at Levi's Stadium that typically call for unique construction activity, such as for the recent WrestleMania and the NHL hockey game. At the same time, the City needs dedicated staff to provide service for Super Bowl 50. The Planning and Inspection Department also has the permit system replacement project subsequent to Super Bowl 50 that will require a core team of staff members to actively work with the software implementation consultant to analyze business processes and configure workflows in the system.

Plan check and inspection services are at extreme levels, with much assistance necessary from contractual service providers. The contractual service agencies currently used by the Department are very busy handling the City's projects along with the service they provide to other municipal clients. Due to the large volume of work, staff cannot meet the increased demand and turnaround times for services. Current staff needs additional assistance to complete plan check and inspection services. This amendment would allow increased flexibility in responding to service demands.

In order to accommodate the current and anticipated plan check and inspection demand, the Building Inspection Division entered into an agreement with Shums Coda Associates in December, 2008, and amended the agreement to extend the expiration date and increase the dollar amount. The agreement expired in November, 2014. With a continued rise in demand for services, staff is proposing a new agreement for a total amount not-to-exceed \$300,000.00. A similar contract with Plan Review Consultants, Inc. supplying the same services was approved by the City Council in May, 2015 for an increased dollar amount.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The provision of adequate permit, plan check and inspection services is vital to partner with economic development efforts Citywide.

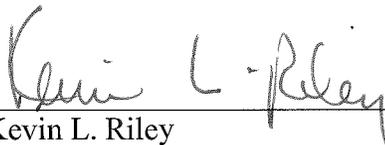
ECONOMIC/FISCAL IMPACT:

Building Inspection Division plan check and inspection fees paid by the project applicants and received by the City must, by law, be dedicated to offsetting the costs of building and construction related services. The Planning and Inspection Department has received cost recovery from fees paid by applicants to fully fund this new agreement with Shums Coda Associates, Inc. in an amount not to exceed \$300,000.00. There is no impact to the City's General Fund as the funds are available in the Building Inspection Reserves account 063-44465.

RECOMMENDATION:

That the Council:

- 1) Approve and authorize the City Manager to transfer \$300,000.00 from the Building Inspection Reserves Account 063-44465 to the Building Inspection contractual services account 001-5532-87870.
- 2) Approve and authorize the City Manager to execute an Agreement for Professional Services with Shums Coda Associates, Inc., for a total not-to-exceed amount of \$300,000.00, for temporary inspection and permit staff and plan review services.



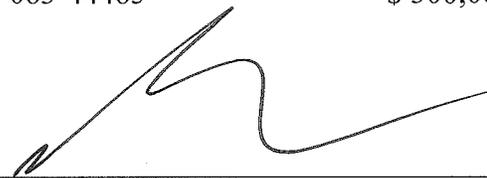
Kevin L. Riley
Director of Planning and Inspection

APPROVED:



Julio J. Fuentes
City Manager

Certified as to Availability of Funds:
063-44465 \$ 300,000.00



for Gary Ameling
Director of Finance

FIVE COUNCIL VOTES

Documents Related to this Report:

- 1) *Agreement for Professional Services with Shums Coda Associates, Inc.*

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SHUMS CODA ASSOCIATES, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Shums Coda Associates, Inc., a California corporation, with its principal place of business located at 5776 Stoneridge Mall Road, Ste. 150, Pleasanton, CA 94588 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "SCOPE OF SERVICES"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in the Scope of Services set forth in Exhibit A, which constitutes the basis for this Agreement.

Prior to proposing a Contractor employee for consideration for a particular assignment, however, Contractor shall screen the employee for the position as set forth in Exhibit A.

In addition, prior to commencement of work by a Contractor employee, Contractor shall confirm the job assignment with the City in writing, noting the employee's name, hourly rate, the City department assigned to, and a brief description of the job duties to be performed by the Contractor employee. Contractor employees are not to exceed 999 hours in a fiscal year. Retired CalPERS employees are not to exceed 960 hours in a fiscal year.

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 June 30, 2018.

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's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

9. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

10. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

13. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

14. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

15. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

17. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

18. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

20. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and

agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide 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: Building Inspection Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 241-3823

And to Contractor addressed as follows:

Name: Shums Coda Associates, Inc.
Address: 5776 Stoneridge Mall Rd., Ste. 150
Pleasanton, CA 94588
or by facsimile at (925) 463-0691

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

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

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

31. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.

- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor 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, Contractor 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 Contractor's responsibilities under the Act.

34. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. 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) 241-6771

“CITY”

SHUMS CODA ASSOCIATES, INC.
a California Corporation

Dated: 5.31.15

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

Name: David Basinger

Title: President

Local Address: 5776 Stoneridge Mall Rd., Ste. 150
Pleasanton, CA 94588

Email Address: david.basinger@shumscoda.com

Telephone: (925) 463-0651

Fax: (925) 463-0691

“CONTRACTOR”

I:\BLDG\ADMINISTRATIVE\Contracts\Shums Coda\2015 Current Contract\SHUMS CODA Professional Services Agreement 4-21-15 sg.doc

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SHUMS CODA ASSOCIATES, INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement include:

- 1) Building plan review for all disciplines – structural, architectural, mechanical, electrical, plumbing, disabled access and energy in conformance with the current adopted Building Codes (all as modified or amended by the City of Santa Clara).

Plan reviews result in typed lists of comments which refer to specific details and drawings, and reference applicable code sections. When deemed beneficial by the City to expedite or clarify plan view items, the Contractor will contact the applicant/designers directly to solve these issues, but in no instance shall the plans be re-submitted directly to the Contractor.

When mutually agreed upon between the City and the Contractor as vital to project success, Contractor staff will attend pre-construction or pre-design meetings, field visits or perform other special tasks as requested by the City. These special tasks shall be billed per the hourly rate schedule in Exhibit B.

Typical response time for Plan Review Service requests made by the City will be a maximum of 24 business hours. Inspection services to be provided are based on the needs of the City Building Inspection office. The City will provide a one week notification of the required inspection services.

- 2) Supplying plans examiner staff as needed. Staff will consist of licensed engineers and/or International Code Council certified plans examiners.
- 3) Supplying permit technician staff as needed.
- 4) Supplying building inspector staff as needed.

All Contractor employees are to be approved by the Building Official prior to their working for the City.

As indicated in the agreement, Contractor employees are not to exceed 999 hours in a fiscal year. Retired CalPERS employees are not to exceed 960 hours in a fiscal year.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SHUMS CODA ASSOCIATES, INC.**

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.

Shums Coda Associates Fee Schedule

Plan Review Fees:

Complete building plan reviews will be completed at 70% of the jurisdiction's collected building plan review fee, and shall include a complete plan review of submitted documents. Partial review fees are detailed below. Typical plan reviews shall be completed in two weeks (or ten working days), and re-checks require an additional week for completion. Larger and more complicated plan reviews may require additional time for completion of the first review; this will be discussed with the Building Official before the review will begin.

Partial Plan Review Fees:

Where applicable, are based on a percentage of the 70% of the jurisdiction collected building plan review fees.

Structural Only	50% of the 70% plan review fee
Architectural Only	35% of the 70% plan review fee
Mechanical/Plumbing Only	7.5% of the 70% plan review fee
Electrical Only	7.5% of the 70% plan review fee

Personnel Charges:

Applicable when consultant is requested to work on-site to complete building plan review, counter review/assistance, or inspections – where fees listed above do not apply.

Personnel Description:	Hourly Billing Rate:
Principal	\$100.00
Senior Plan Review Engineer/Architect	\$95.00
Plan Review Engineer/Architect	\$85.00
In-House Counter Plan Review/Assistance	\$100.00
Senior Plans Examiner	\$75.00
Plans Examiner	\$75.00
Permit Technician	\$50.00 - \$55.00
*Senior Inspector/Project Inspector Manager	\$90.00 - \$100.00
*Inspector II	\$80.00 - \$90.00
*Inspector I	\$75.00 - \$80.00

*Inspectors will use their own vehicles and cell phones, or Shums Coda Associates' provided vehicles, to complete inspection services.

In-house plan review services (not calculated as a percentage based fee), requested plan review meetings, or when plan review cycles exceed the fixed percentage based fees, shall all be charged based on these standard hourly rates. Overtime inspections (e.g. inspections in excess of 8 hours per day, or weekend inspections) will be charged at 150% of the standard hourly rates, with prior authorization from the City. Overtime inspections shall be billed in 2 hour minimum segments. No overtime will be charged without prior authorization. These rates are effective through June 30, 2018 and may be increased every year thereafter, with prior authorization.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SHUMS CODA ASSOCIATES, INC.**

EXHIBIT C

INSURANCE REQUIREMENTS

**INSURANCE COVERAGE REQUIREMENTS
FOR PROFESSIONAL SERVICES**

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant 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 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

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.

S:\Attorney\INSURANCE\CITY\EXHIBIT C-06 Professional Service Contract.doc

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SHUMS CODA ASSOCIATES, 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 Contractor¹ 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 convicted² of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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

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

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

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

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide 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 PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
SHUMS CODA ASSOCIATES, INC.**

EXHIBIT E

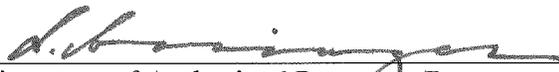
AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

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.

SHUMS CODA ASSOCIATES, INC.
a California corporation

By: 
Signature of Authorized Person or Representative

Name: David Basinger

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.

ACKNOWLEDGEMENT

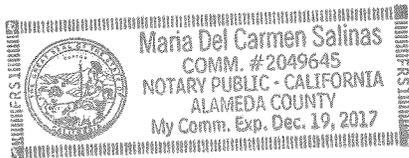
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Alameda)

On June 4 2015, before me, Maria del Carmen Salinas, Notary Public, personally appeared David Basinger, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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



Maria del Carmen Salinas
Signature of Notary Public

Description of Attached Document

Title of type of Document: **Affidavit of Compliance with Ethical Standards**

Document Date: **May 31, 2015**

Meeting Date: 6-23-15

AGENDA REPORT

Agenda Item # 7B.9

City of Santa Clara, California



Date: June 15, 2015

To: City Manager for Council Action

From: Deputy City Manager, Housing & Community Services Division

Subject: Approval of a Revenue Agreement with the County of Santa Clara through the Behavioral Health Services Department to Provide Case Management Services to the Chronically Homeless in the City of Santa Clara

EXECUTIVE SUMMARY:

Staff has prepared a two-year funding agreement with the County of Santa Clara through the Behavioral Health Services Department (County) to provide funding in the amount of \$220,000 (\$110,000 in each year) for the provision of case management services to the chronically homeless in the City of Santa Clara through the Care Coordination Project (CCP). CCP is in operation under the leadership of the County, Office of Supportive Housing, in partnership with public and private agencies, charged with coordinating the care of the county's most vulnerable and long-term homeless residents.

The County will provide housing subsidies to 20 individuals or households who are expected to be served through the City-funded intensive case management. The housing subsidies are "permanent" which means that they do not expire unless the participants no longer meet the program eligibility qualifications. Based upon current usage in similar County programs, the estimate of housing subsidy per year for 20 housing units is approximately \$470,000.

The CCP consists of a Project Lead and multiple Intensive Case Managers (ICM) charged with coordinating the care of the county's most vulnerable and long-term homeless residents. Through agreements with public and private agencies, the CCP brings together all of the services and benefits that its clients need to obtain and maintain housing including drug and alcohol rehabilitation, mental health assistance, and government benefits. While the CCP Lead will provide the planning and coordination necessary to secure services for the clients, the ICM will work with the clients on an individual basis to identify and address their needs, and ultimately assist them in obtaining and maintaining housing.

The County shall complete a formal competitive procurement process for the case management services. The City's Deputy City Manager and/or her designee will participate in the development of the County's Request for Proposals and in the evaluation of the proposals submitted. The County and City will work collaboratively to establish the program's referral criteria and procedures and its success and outcome measures. The County will contract directly with the provider of the case management services and the City will reimburse the County for the documented costs of these services in an amount not exceeding \$110,000 per year for the two years of the Agreement between the City and County, specifically described in Exhibit B.

City Manager for Council Action

Subject: Approval of a Revenue Agreement with the County of Santa Clara through the Behavioral Health Services Department to Provide Case Management Services to the Chronically Homeless in the City of Santa Clara

June 15, 2015

Page 2

The program utilizes the United States Department of Housing and Urban Development's ("HUD") definition of chronic homeless as published in the Federal Register on December 5, 2011 in 24 CFR Parts 91 and 576. Chronically homeless individuals and families are defined as follows:

1. An individual or family who
 - a) Is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter;
 - b) Has been homeless and living or residing in a place not meant for human habitation, a safe haven or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years; and
 - c) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002), post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of two or more of those conditions.
2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, for fewer than 90 days and met all of the criteria in subsection 1 of this definition, before entering that facility; or
3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in subsection 1 of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Together, the County and the City shall develop shared priorities and referral processes, including but not limited to, referrals from the City of Santa Clara Police Department (SCPD) Nuisance Suppression Unit which maintains a list of chronically homeless street people considered to be the City's most vulnerable to incidences of both personal and public safety.

A copy of the Agreement can be viewed on the City's website or is available in the City Clerk's Office during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The agreement will provide assistance for up to 20 of the most vulnerable chronically homeless individuals in the City. The City's funding will be used to fund an ICM that will work with 20 individuals to help them secure and maintain housing, and reduce their dependency on the public safety net. Without the City's support, the availability of those services to City residents would not be available.

City Manager for Council Action

Subject: Approval of a Revenue Agreement with the County of Santa Clara through the Behavioral Health Services Department to Provide Case Management Services to the Chronically Homeless in the City of Santa Clara

June 15, 2015

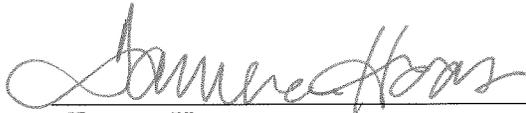
Page 3

ECONOMIC/FISCAL IMPACT:

This agreement provides \$110,000 in funding for each year, for a total of \$220,000. The identified funding source is the program income received by the City as Successor Housing Agency to the former Redevelopment Agency. A recently enacted bill, SB 341 (c. 796, stats. 2013) expressly authorizes successor housing agencies to utilize up to \$250,000 in affordable housing funds per fiscal year for homelessness prevention and rapid rehousing services, and the proposed agreement with the County would fall within this authorization. Staff requests that the Council authorize the City Manager to execute the revenue agreement with the County and authorize the execution of all related documents.

RECOMMENDATION:

That the Council approve and authorize the City Manager to execute the Revenue Agreement with the County of Santa Clara through the Behavioral Health Services Department to provide case management services to the chronically homeless in the City of Santa Clara and authorize the execution of all related documents.



Tamera Haas
Deputy City Manager
Housing & Community Services Division

APPROVED:



Julio J. Fuentes
City Manager

Documents Related to this Report:

1) Revenue Agreement Between the County of Santa Clara and the City of Santa Clara

**REVENUE AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA
AND THE CITY OF SANTA CLARA**

This Revenue Agreement (the "Agreement"), dated, as of _____ (the "Effective Date") is entered into by and between the County of Santa Clara (the "County"), acting by and through the Santa Clara County Behavioral Health Services Department (the "BHSD") and the City of Santa Clara (the "City"), acting by and through the City's Community Services Department, (individually, a "Party" and, collectively, the "Parties") in order to provide funding for and establish roles, rights and responsibilities related to the Santa Clara Intensive Case Management program for chronically homeless individuals and families (the "Program").

RECITALS

- A. WHEREAS, reducing homelessness and meeting the housing needs of individuals who are high utilizers of services is a priority for the County and is aligned with the Community Plan to End Homelessness;
- B. WHEREAS, the County established the Central County Community Reintegration Project to partner with cities to share costs, prioritize services to individuals who significantly impact city resources, and to establish ongoing operational relationships;
- C. WHEREAS, the City seeks to prioritize permanent supportive housing for chronically homeless individuals who are significantly impacting the City's neighborhoods and departments;
- D. WHEREAS, in February 2015, the U.S Department of Housing and Urban Development (HUD) awarded the County a permanent supportive housing grant to serve approximately 100 chronically homeless individuals and families;
- E. WHEREAS, the City set aside \$220,000 over two years to fund intensive case management and other supportive services (the "Services") that homeless individuals will need in order to obtain and maintain permanent housing;
- F. WHEREAS, the City and the County agree that expanding the Central County Community Reintegration Project by using City funds and the HUD grant funds would expeditiously and effectively meet their shared goals;
- G. WHEREAS, City and the County agree to establish the Program, a permanent supportive housing program for approximately 20 chronically homeless individuals or families; and,

H. WHEREAs, the City seeks to leverage the BHSD's resources and expertise in managing supportive housing programs by allowing the County manage the Program.

In consideration of the foregoing Recitals, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

AGREEMENT

I. TERM

This Agreement is effective as of the date it is fully executed, and will continue thereafter until June 30, 2017 unless extended by mutual consent or terminated as provided below in Section IV.

II. ROLES AND RESPONSIBILITIES

- A. The Parties shall each designate a Program Manager to implement the terms of this Agreement and ensure successful implementation of the Program. The City hereby designates the Deputy City Manager or his/her designee. The County hereby designates the Director of Office of Supportive Housing as Program Manager for the County.
- B. The City shall reimburse the County for expenses associated with the Program's Services in an amount not to exceed \$220,000 through June 30, 2017, thus allowing the Program to serve approximately 20 unduplicated Program clients (the "Clients").
- C. The City's Program Manager shall:
 - 1. Serve as the liaison to the City's departments, Council, and community groups;
 - 2. Participate in the development of the County's Request for Proposals;
 - 3. Participate on the committee that will evaluate proposals to provide intensive case management and other support services for the Program and similar programs;
 - 4. Participate in the Program management meetings, which will be held as needed;
 - 5. Actively assist the development, management and refinement of the Program to ensure that the Program meets its goals;
 - 6. Review and process all invoices from the County.

- D. The County shall provide or subcontract for the Program's Services. To the maximum extent possible, the County shall leverage Medi-Cal to offset City-funded Services or to expand Services.
- E. The County's Program Manager shall:
1. Serve as the liaison to County departments;
 2. Plan and lead Program management meetings, which will be held as needed;
 3. Lead in the development, management and refinement of the Program to ensure that the Program meets its goals;
 4. Review and submit all invoices from the County.
- F. The Parties will work collaboratively to:
1. Establish the Program's referral criteria and procedures;
 2. Establish the Program's success and outcome measures;
 3. Identify ways and resources that would enable the Program to more effectively use County-funded rental subsidies, provide interim housing, or provide other support services.
- G. The Parties will jointly convene coordinating meetings with appropriate community-based organizations and stakeholders to ensure the Program's success. Meetings will be held monthly or as needed until the Program reaches full capacity.
- H. The Parties will establish regular meetings at which to discuss the performance and progress of the Program's contractor(s). When appropriate, the Parties will jointly develop corrective actions to be implemented by the Program's contractor(s).
- I. The Parties will jointly monitor the Program's expenses and outcomes. Based on the availability of the City's funds in future years and the Program's outcomes, the Parties will determine whether to continue, expand, contract or terminate the Program at the end of the Term.

IV. MUTUAL INDEMNIFICATION

Each Party agrees to indemnify, defend and hold harmless the other Party from any claim, liability, or loss resulting from the willful, wrongful, or negligent act or omission of the indemnifying Party, its members, officers, directors, trustees, agents or employees for its or their performance or failure to perform the provisions of this Agreement. Each Party shall notify the other Party, in writing, of any claim of injury or damage related to activities performed pursuant to this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either Party to disclose any documents, records, or communications which are protected under the attorney-client privilege or the attorney work product privilege. The provisions of this section shall survive the termination of this Agreement.

V. TERMINATION

Either Party may terminate this Agreement at any time for convenience and without cause, upon providing a ninety-day (90) notice to the other Party at the addresses set forth in section XIII below. The notice shall state the effective date of the termination.

Either Party may terminate this Agreement at any time for cause, upon providing a ninety day (90) notice to the other Party at the addresses set forth in Section XIII below. The notice shall state the effective date of the termination.

VI. ASSIGNMENT

The expertise and experience of the County is a material consideration for this Agreement. The County shall not assign or transfer the performance of this Agreement to another entity without the prior written consent of the City. Any attempt by the County to assign its performance of its duties or obligations arising under this Agreement, and any attempt by the City to assign the performance of its duties or obligations arising under this Agreement shall be deemed void.

VII. ASSURANCE

Each Party represents and warrants that it has the authority to enter into this Agreement.

VIII. RELATIONSHIP

Nothing contained in this Agreement shall be deemed or construed by the Parties or any third party to create the relationship of partners or joint ventures between the City and the County.

IX. CONFIDENTIALITY

The Parties agree that by virtue of entering into this Agreement they each will have access to certain confidential information regarding the other Party's operations. Each of the Parties shall not disclose confidential information and/or materials without the prior written consent of the other Party, unless such disclosures are required by California law. Where appropriate, resident releases will be secured before confidential resident information is exchanged.

X. ENTIRE AGREEMENT

This instrument contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party or the designated agent of either Party that are not contained in this Agreement shall be valid or binding.

XI. MODIFICATION

This Agreement may not be enlarged, modified, or altered, except if it is evidenced in writing, signed by the Parties and endorsed to this Agreement.

XII. INSURANCE

Each Party shall, at its own expense, keep in force during the Term, Workers' Compensation Insurance, insuring against and satisfying each Party's obligations and liabilities under the workers' compensation laws of the State of California, including employer's liability insurance in the limits required by the laws of the State of California.

XIII. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

XIV. NOTICES

Notices to the Parties in connection with this Agreement shall be given personally or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties as follows:

SANTA CLARA COUNTY

Ky Le
Director of Office of Supportive Housing
3180 Newberry Dr. Ste 150
San Jose, CA, 95118

THE CITY OF SANTA CLARA

Tamera Haas
Deputy City Manager
1500 Warburton Avenue
Santa Clara, CA 95050

Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated on the date of delivery.

XV. AMENDMENTS

This Agreement may be amended only by a written instrument signed by the Parties.

XVI. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be provided, in writing, and shall apply to the specific instance expressly stated.

XVII. GOVERNING LAW and VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

XVIII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

XIX. NON-DISCRIMINATION

Each Party shall comply with all applicable Federal, State, and local laws and regulations, including the County's policies concerning nondiscrimination and equal opportunity in

contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act of 1973 (Government Code sections 12900 et seq.); and California Labor Code Sections 1101 and 1102. Each Party shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall a Party discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

//
//

IN WITNESS WHEREOF, the Parties have caused this Agreement to be entered into as of the day and year of execution of this Agreement.

COUNTY OF SANTA CLARA

CITY OF SANTA CLARA

Dave Cortese, President
Board of Supervisors
Date: _____

Julio J. Fuentes
City Manager
Date: _____

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors:

APPROVED AS TO FORM AND LEGALITY

ATTEST

Richard E. Nosky, Jr.
City Attorney
Date: _____

Megan Doyle
Clerk of the Board of Supervisors
Date: _____

APPROVED AS TO FORM AND LEGALITY

Greta Hansen
Lead Deputy County Counsel
Date: _____

APPROVED

Martha Paine
Director, General Fund Financial Services
Santa Clara Valley Health and Hospital System
Date: _____

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
THE COUNTY OF SANTA CLARA**

EXHIBIT A

SCOPE OF SERVICES

Description of Project

Staff has prepared a two-year funding agreement with the County of Santa Clara through the Behavioral Health Services Department (County) to provide funding in the amount of \$220,000 (\$110,000 in each year) for the provision of case management services to the chronically homeless in the City of Santa Clara through the Care Coordination Project (CCP). CCP is in operation under the leadership of the County, Office of Supportive Housing, in partnership with public and private agencies, charged with coordinating the care of the county's most vulnerable and long-term homeless residents.

The County will provide housing subsidies to 20 individuals or households who are expected to be served through the City-funded intensive case management. The housing subsidies are "permanent" which means that they do not expire unless the participants no longer meet the program eligibility qualifications. Based upon current usage in similar County programs, the estimate of housing subsidy per year for 20 housing units is approximately \$470,000.

The City of Santa Clara Police Department (SCPD) Nuisance Suppression Unit maintains a list of homeless and chronic homeless street people considered to be the City's most vulnerable to incidences of both personal and public safety. The City is enlisting the services of Contractor (County) to begin working with 20 of the homeless and chronically homeless individuals identified and referred by the SCPD Nuisance Suppression Unit for inclusion in the Care Coordination Project (CCP).

Contractor shall use the funds as follows:

Intensive Case Manager

Contractor will subcontract with a CCP partner organization, a qualified 501 (c) (3) nonprofit corporations ("Subcontractor"), to pay for the salary and related cost of one Intensive Case Manager (ICM). The ICM will work with 20 individuals to help them secure and maintain housing, and reduce their dependency on the public safety net. The contracted ICM will be an integral part of the CCP.

The CCP consists of the County as a Project Lead and multiple ICM's charged with coordinating the care of the county's most vulnerable and long-term homeless residents. Through agreements

with public and private agencies, the CCP brings together all of the services and benefits that its clients need to obtain and maintain housing including drug and alcohol rehabilitation, mental health assistance, and government benefits. While CCP Lead will provide the planning and coordination necessary to secure services for the clients, the ICM will work with the clients on an individual basis to identify and address their needs, and ultimately assist them in obtaining and maintaining housing.

The ICM will maintain active case loads for the 20 un-housed or newly housed (less than 24 months in housing) clients. The ICM will utilize Standard Coordination Assessment Tools, used by the CCP, to measure their client's progress towards stability and self-sufficiency. The ICM is expected to be on-call in case of emergency 24/7.

Performance Measures & Units of Service

Proposed total number of unduplicated participants (homeless individuals) to be served: For purposes of this Agreement, an unduplicated participant shall be defined as a participant who received services at least once a year but whom may not be counted more than once in that year. Contractor shall retain records documenting eligibility. Such records shall include family size, total household income, gender head of household, race, ethnicity, and disability data.

Beginning the effective date of this Service Agreement, Contractor shall contact and provide assistance and housing to a minimum of 5 unduplicated participants per quarter (within a 3 month time period) for a total of 20 unduplicated participants for the term of this Service Agreement. The maximum number of clients per ICM is 20, therefore the maximum number of clients served is 20. ICMs will continue to provide on-going case management to clients after the client is placed in permanent supportive housing. Contractor is responsible for securing the financing and the residential unit that is necessary to house the participants.

Through-out the term of this Service Agreement, Contractor shall provide the following services to participants:

Activity 1: Make contact with unduplicated participant to establish rapport and continue making contact to create a trusted relationship.

Activity 2: House the unduplicated participant within 100 days of initial contact by ICM.

Activity 3: Conduct individualized case management sessions with each unduplicated participant (daily or weekly face to face meeting as determined necessary).

Quarterly performance (QP) measurements to be reported in a format of Contractor's discretion shall include:

QP measurement 1: The number of unduplicated participants contacted;

- QP measurement 2: The number of participants placed in housing and the number not housed;
- QP measurement 3: The number of participants that have rescinded their housing or participation in CCP.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
THE COUNTY OF SANTA CLARA**

EXHIBIT B

FEE SCHEDULE

City agrees to reimburse Contractor for the expenses incurred as set forth in this Agreement, but in no event shall the amount billed to City by Contractor for services under this Agreement exceed Two Hundred Twenty Thousand dollars (\$220,000.00) based on an annual funding appropriation of One Hundred Ten Thousand dollars (\$110,000), subject to budget appropriations. Such sum shall be expended and paid by City to Contractor on a reimbursement basis for expenses actually incurred and paid by Contractor during the term of this Agreement for the performance measures appearing in Exhibit A.

1. Payments to Contractor shall be made within 30 days of:
 - a. receipt by City of statement in a form approved by City specifying in detail the costs incurred by and paid by Contractor during the month for which payment is requested, and
 - b. documents evidencing these costs, including but not limited to, paid invoices.

2. The determination by City, in its sole discretion, that expenses for which Contractor seeks reimbursement can properly be paid under this Agreement and such statement(s) and supporting documents reasonably evidencing that the expenses have been incurred and paid by Contractor. In making such determination, City may, but need not, rely upon the certification by Contractor that the items appearing on said statement and supporting documents are eligible items for reimbursement under this Agreement. Such determination by City shall in no way constitute a waiver by City of its right to recover from Contractor the amount of money paid to Contractor on any item which is not eligible for payment under this Agreement.

Expenses eligible for reimbursement shall mean those expenses which are necessary to meet, in part, the housing needs of the very low-, low-, and moderate-income households of the City of Santa Clara within the County of Santa Clara.

Method of Payment based on an Annual Budget of \$110,000

Contractor Administration Fee: \$10,000
disbursed in quarterly payments not exceeding \$2,500.

Retain Subcontractor services: \$100,000
disbursed in quarterly payments not exceeding \$25,000 for the following costs:

Intensive Case Manager (ICM) salary and benefits: \$70,000 (\$17,500 per quarter);

Subcontractor administration fee: \$20,000 (\$5,000 per quarter);

Client contingency funds: \$10,000 (\$2,500 per quarter) Client contingency funds can be used for essential needs such as food, identification, transportation, health care, etc.



Date: May 27, 2015
To: City Manager for Council Action
From: Chief of Police
Subject: Authorization to Adopt a Resolution Accepting the California Department of Alcoholic Beverage Control Grant

EXECUTIVE SUMMARY:

The mission of the Department of Alcoholic Beverage Control (ABC) is to administer the provisions of the Alcoholic Beverage Control Act in a manner that fosters and protects the health, safety, welfare, and economic well-being of the people of the State.

In 1995, ABC embarked on a new approach to broaden and increase the level of alcoholic beverage law enforcement by working in partnership with cities and counties through a grant assistance project. The mission of the Grant Assistance to Local Law Enforcement Program is to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminating the crime and public nuisance problems associated with problem alcoholic beverage outlets and then institutionalize those approaches within the local police agency.

The ABC Grant Assistance Program has awarded the Santa Clara Police Department (SCPD) \$92,230 to fund multiple initiatives to curb alcohol-related challenges in the community, which may include training of law enforcement personnel, community involvement, prevention, enforcement, records management and data systems, liaison with the ABC district office, and media involvement.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Acceptance of this donation will allow the Santa Clara Police Department to enhance its efforts to enforce ABC licensing and regulatory mandates and combat alcohol-related incidents in Santa Clara, therefore improving the safety and quality of life for our residents.

The Police Department will be responsible to fulfill standard grant requirements, such as monthly invoicing and reporting statistics.

ABC requires that grant recipients prepare a resolution outlining the terms and conditions of the grant.

There are no disadvantages to accepting this grant.

ECONOMIC/FISCAL IMPACT:

The Police Department was notified on May 22, 2015, that it has been awarded \$92,230. These funds will be used to allow officers to work overtime to address ABC education initiatives and enforcement issues.

City Manager for Council Action

Subject: Authorization to Adopt a Resolution Accepting the California Department of Alcoholic Beverage Control Grant

May 27, 2015

Page 2

There is no cost to the City other than staff time and expense to manage the grant and fulfill the reporting requirements.

RECOMMENDATION:

That the Council:

1. Authorize the adoption of the attached Resolution;
2. Approve the revenue in the amount of \$92,230 (177-7752-55580-(G)ABC15) and appropriations to Field Operation Overtime (177-7752-87030-(G)ABC15) and Conference and Travel (177-7752-87820-(G)ABC15); and
3. Authorize the transmission of a letter of appreciation by the Mayor and City Manager to the California Department of Alcoholic Beverage Control (ABC) Grant Assistance Program.
4. Authorize the City Manager, or his designee, to execute all related documents.



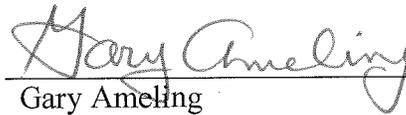
FOR Michael J. Sellers
Chief of Police

APPROVED:



Julio J. Fuentes
City Manager

Certified as to Budget Form: ^{OK SE}



Gary Ameling
Director of Finance/
Assistant City Manager

FIVE COUNCIL VOTES

Documents Related to this Report:

- 1) ***ABC Resolution***

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF A CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT TO BE UTILIZED TO FUND A VARIETY OF OVERTIME ASSIGNMENTS TO CURB ALCOHOL-RELATED CHALLENGES IN THE COMMUNITY.

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

WHEREAS, the City Council of the City of Santa Clara desires to undertake a certain project designated as ABC Education Initiative and Enforcement Campaign to curb alcohol-related challenges in the community to be funded in part from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

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

1. That the City Manager of the City of Santa Clara is authorized to execute on behalf of the City Council the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.
2. IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.
3. BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.
4. IT IS ALSO AGREED that this award is not subject to local hiring freezes.

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

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 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. Alcoholic Beverage Control Grant Contract

CITY CLERK FILE COPY

AGREEMENT NUMBER 15G-LA40
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
 DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR'S NAME
 City of Santa Clara through the Santa Clara Police Department

2. The term of this Agreement is: July 1, 2015 through June 30, 2016

3. The maximum amount of this Agreement is: \$ 92,230

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) City of Santa Clara through the Santa Clara Police Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Julio Fuentes, City Manager for Michael J. Sellers, Chief		
ADDRESS 601 El Camino Real Santa Clara, CA 95050		
STATE OF CALIFORNIA		
AGENCY NAME Department of Alcoholic Beverage Control		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ed Jimenez, Assistant Director, Administration		
ADDRESS 3927 Lennane Drive, Suite 100; Sacramento CA 95834		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.(A)(3)

SCOPE OF WORK

Our City

The City of Santa Clara now ranks 7th as the most livable city in the United States to reside, work, learn, play and raise a family in America according to Livability.com's ranking of the Best Places to Live includes cities and towns with populations between 20,000 to 350,000.

Santa Clara is located in the heart of Silicon Valley with headquarters to world-class high-tech companies, such as Intel Corporation, Applied Materials, Texas Instruments, Oracle and Dell, Inc., making it one of the busiest urban areas in the San Francisco Bay Area. The City's infrastructure of light rail, heavy rail (Cal Train, Amtrak, ACE), an extensive freeway system (US 101, Interstate 280 and 880), expressways (San Tomas, Montague, Lawrence, Central) and State highways (82, 237) creates multiple ways to commute to and from Santa Clara. As a result, the City has a daytime population estimated at 167,000 and a nighttime population of 120,245.

Santa Clara is home to an internationally renowned university, Santa Clara University, as well as a community college, Mission College.

Santa Clara also borders the County's main airport, Norman Mineta San Jose International Airport, convenient for business or pleasure.

Our 19.3 square mile City has 590 miles of roadways. The Traffic Engineering Division and Police Department (SCPD) are continually working on ways to increase safe and efficient movement of pedestrian, bicycle and vehicular traffic as well as coordinate with public transit service providers to decrease congestion and air pollution.

A number of unique community assets such as the Santa Clara Convention Center, California's Great America theme park, Mission Santa Clara de Asis, George F. Haines International Swim Center and Levi's Stadium also make Santa Clara an attractive place to visit.

Agency Description

Police Chief, Michael Sellers, oversees the day to day operations of the SCPD. The Department consists of 145 sworn personnel, 64 civilians, 23 reserves, 44 adult crossing guards (part-time employees) and 1 probation officer. In addition, SCPD has hired 112 per diem Special Event Officers representing 36 law enforcement agencies to work Stadium special events.

SCPD is divided into three Divisions – Field Operations (Patrol), Investigations and Administrative Services – with a current general fund budget of \$52,670,208. The majority of our sworn officers serve in the Patrol Division. Whereas, the non-sworn personnel serve the Department as community service officers, jail service officers, records specialists, clerical staff, crime analyst, management analyst, records manager, communications dispatchers and radio technicians. SCPD has a number of special units, programs and services have been developed to serve the community.

The Police Department and 911-Dispatch Center is located at 601 El Camino Real. Existing Department resources include marked cars, unmarked cars, a Special Response Team vehicle, a Hostage Negotiations Team vehicle, an armored rescue vehicle and four police canines. Other types of emergency vehicles, including two helicopters, are available through mutual aid with surrounding law enforcement agencies.

Problem Statement

A summary of the challenges faced by SCPD is as follows:

1. Impact of Levi's Stadium and pending regional impact of Super Bowl 50;
2. Closure of "The Jungle" homeless encampment in San Jose;
3. High density housing in north Santa Clara with an increase in Police calls for service;
4. High volume pedestrian and vehicular traffic with an increase in alcohol-related concerns on El Camino

5. Unemployment rate in Santa Clara;
6. On-going challenges of Santa Clara University; and,
7. Opening of Avaya Stadium in 2015.

#1 - *Impact of Levi's Stadium and pending regional impact of Super Bowl 50* - Levi's Stadium opened in Santa Clara on August 2, 2014, and is the new home of the San Francisco 49ers. This new sports and entertainment venue is a 1,850,000 square foot facility adjacent to the Santa Clara Convention Center, California's Great America Theme Park, high-tech companies, a public power plant, light rail and hard rail tracks and stations, a creek trail and the city's growing north side residential neighborhood. The facility has a seating capacity of 68,500, and sells approximately 1,500 standing room only tickets at select events. As a result, on event days within a 10-block radius there can be an upwards of 100,000 people.

Since August, Levi's Stadium has been host to multiple ribbon cutting events, two NFL pre-season games (8/17, 8/24), one International Soccer match (9/6), eight regular NFL season games (9/14, 9/28, 10/5, 11/2, 11/23, 11/27, 12/20, 12/28), Cal vs Oregon college football (10/24), a community meeting (10/7), a fun run (11/8), the PAC-12 Championship game (12/5) and the San Francisco Foster Farms Bowl (12/30). These events have generated over 900,000 visitors to the stadium resulting in 1,971 police calls for service, 354 arrests, 244 ejections and 64 citations. It is estimated 12,000-15,000 vehicles were in attendance for each of the sold-out events. Parking is available in multiple privately owned lots which are leased to the 49er organization on event days and range from .5 - 2.0 miles from the stadium.

SCPD continues to focus its efforts on implementing and refining event day traffic plans, coordination with transit providers, parking plans, neighborhood protection strategies, impact on local residents and businesses, fan behavior, relationships with law enforcement coalitions, the San Francisco 49ers and the National Football League as well as planning for non-NFL events at the stadium in 2015 (e.g. National Hockey League series, WrestleMania, Monster Jam, Super Cross and multiple concerts). Approximately 40-60 events with 40,000 or more people are planned for 2015.

Coordination is also underway for Super Bowl 50 which will be hosted at Levi's Stadium on February 7, 2016. Federal, State and local law enforcement agencies will arrive approximately 4-6 weeks before the Level 1 National Security event to begin this massive security effort, followed by the NFL and its sponsors to begin setting up the infrastructure (stages and tents) for pending festivities. Local hotels, bars and restaurants will be host to corporate and sponsor parties. Vendors will be selling football merchandise. AFC and NFC Championship teams will be housed and practice locally. A weeklong of public events (e.g. fun run, parade, pep rally, celebrity football game, fireworks, technology showcase, art showcase, a gala, fan festival, etc.) will take place throughout the region, featuring activities for all ages that celebrate the game of football and highlight the arts, culture, entertainment and food of the San Francisco Bay Area. An estimated 90,000 out of state visitors will have an economic impact of \$200-500 million on the local, regional and state economy.

#2 - *Closure of "The Jungle" homeless encampment in San Jose* - In November, 2014, the City of San Jose cleaned out a 68-acre site referred to as "The Jungle" where an estimated 300 chronically homeless individuals had formed an encampment and lived in unsanitary conditions. Many of the inhabitants suffer from mental illness, health problems, addictions to alcohol and drugs, and have criminal records. Since the closure, SCPD's Nuisance Suppression Unit has been aggressively cleaning out smaller "jungles" in Santa Clara before they take root and replicate the challenges faced in San Jose.

#3 – *High-density housing in north Santa Clara with an increase in Police calls for service* – SCPD’s Nuisance Suppression Unit has been actively working with the property owners in the neighborhood of Lafayette Street / Haig Street / Laurie Avenue / Clyde Avenue to address nuisance conditions, ranging from code violations to felonious criminal activity. This high density area has experienced an increase in public intoxication complaints, unlawful alcohol consumption by minors and gang activity.

#4 – *High volume pedestrian and vehicular traffic with an increase in alcohol-related concerns on El Camino Real (State Highway 82)* – El Camino Real is a six lane thoroughfare in Santa Clara with a train station, multiple bus lines, stops and shelters, banks and ATM’s, fast food restaurants, grocery stores, motels, liquor stores and bars. This combination is attractive to a transient population resulting in sleeping on the streets, panhandling, loitering, shoplifting, trespassing, public consumption of alcoholic beverages, public intoxication and drug dealing.

#5 – *Unemployment rate in Santa Clara* - Despite unemployment rates of 7.1% in the State of California and 5.1% in Santa Clara County, effective November, 2014, the City of Santa Clara has an unemployment rate of 4.7%. How is this problematic? With the highest job count since 2000, Santa Clara’s hotel occupancy rate is also booming at 87-89% as a result of corporate travel connected with the high-tech companies based in Santa Clara, as well as the new sports and entertainment venue attracting thousands of visitors. This equates to more individuals frequenting restaurants and bars.

#6 - *On-going challenges of Santa Clara University (SCU)* - SCU has a student population of 8,800, a large majority of such are under the legal drinking age. The student turnover rates create a unique and challenging dynamic requiring constant law enforcement attention.

Recent university growth has spread the problems into surrounding neighborhoods as the need for student housing has increased. As a result, police calls for service has increased as traditionally quiet neighborhoods have been negatively impacted by this transformation. Below is a summary of the activity connected with SCU from 2010 through 2014.

	2010	2011	2012	2013	2014
Disturbance calls	200	235	189	165	166
Drunk in public arrests	634	585	626 (SCU area only = 126)	547 (SCU area only = 73)	610 (SCU area only = 74)
Medical calls	57	57	58	55	63

SCPD experiences significant increases in calls for service connected with sporting events, sorority/fraternity parties and holidays resulting in arrests for possession of false identification, minors in possession of alcohol, alcohol related medical calls, public intoxication, disturbance calls, vandalism and urinating in public. Past experience has shown certain methods of enforcement to be incredibly successful, including door to door operations, saturation patrols, undercover operations, shoulder taps, trap doors and cops in shops.

#7 – *Opening of Avaya Stadium in 2015* – The San Jose Earthquakes will open Avaya Stadium on March 22, 2015 in San Jose. The traffic plan for this 18,000 seat soccer venue recommends vehicles use Santa Clara streets (El Camino Real for Highway 280 and De La Cruz Boulevard for Highway 101) to gain access to and from the stadium. The impact is unknown.

ABC Grant Goals

1. To support the mission of the Department of Alcoholic Beverage Control;

2. To maintain the close working relationship between ABC District Office personnel and SCPD;
3. To develop a records management system to ensure the necessary reports are sent to the ABC District Office as required by law in a timely manner;
4. To enforce ABC licensing and regulatory mandates;
5. To reduce the number of Driving Under the Influence related incidents;
6. To combat alcohol-related problems on or near college campuses (open container, minor in possession of alcohol, public drunkenness) particularly party-patrols when students transition to school in September, pledge week, fraternity/sorority parties, sporting events and graduation.
7. To reduce the use of false identification to purchase alcohol;
8. To reduce the situations of persons under 21 years of age illegally entering an ABC licensed business and/or furnishing alcohol to a minor;
9. To address problem retail outlets by conducting off-sale location checks targeted at licensed outlets causing alcohol-related crimes;
10. To reduce the occurrences of intoxicated and over-served patrons in licensed establishments;
11. To reduce the incidents of illegal drug sales;
12. To reduce illegal drink schemes in exchange for keeping patrons company;
13. To reduce public nuisance problems associated with habitual drunkards and/or problem alcoholic beverage outlets; and,
14. To review, enact and test equipment, procedures and policies to ensure a safe environment for attendees and the television viewing public.

ABC Grant Objective

1. To send a member of the SCPD Nuisance Suppression Unit and Specialized Crimes Action Team to the 2015 Grant Assistance Program (GAP) conference;
2. To conduct ABC law training during briefing among SCPD's full-time officers;
3. To conduct ABC law training among SCPD's part-time special events officers;
4. To invite ABC license holders to a Licensee Education on Alcohol and Drugs (LEAD) class;
5. To develop and/or maintain a "HOT Sheet" to identify ABC license holders and track offenders;
6. To conduct an Informed Merchants Preventing Alcohol-Related Crimes and Tendencies (IMPACT) inspections on off-sale ABC license holders in Santa Clara;
7. To conduct follow-up inspections on problematic establishments;
8. To implement a multi-faceted alcohol awareness program among SCU students to during freshman orientation, move-in weekend as well as door to door education and bi-monthly meetings;
9. To conduct University-related neighborhood patrols stressing enforcement of the underage drinking laws, public intoxication and impaired driving;
10. University-related undercover operations in bars, restaurants and liquor stores adjacent to the campus;
11. To conduct undercover operations facilitated by SCPD's Specialized Crime Action Team (SCAT);
12. To conduct Public Intoxication Saturation Patrols in the areas around Levi's Stadium, Santa Clara Convention Center, California's Great America Theme Park, the high-density area of north Santa Clara, Avaya Stadium and/or El Camino Real;
13. To conduct operations throughout the grant cycle which will vary in size and scope based on intelligence and may include shoulder tap, minor decoy operations, trap door and/or cops in shops; and,
14. To conduct a myriad of undercover and enforcement operations in the weeks leading up to Super Bowl 50 in connection with the special events planned in Santa Clara.

BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)	
A.2 Overtime Objective #8, \$9,600 Objective #9, \$4,800 Objective #11, \$9,500 Objective #12, \$11,400 Objective #13, \$15,680 Objective #14, \$11,400 Objective #15, \$11,850 Objective #16, \$11,850 <i>See attached spreadsheet for detail on each Objective and operation</i>	
TOTAL PERSONNEL SERVICES	\$90,030
B. Operating Expenses (maximum \$2,500)	
Buy money	
TOTAL OPERATING EXPENSES	\$200
C. Equipment (maximum \$2,500) (Attach receipts for all equipment purchases to monthly billing invoice)	
TOTAL EQUIPMENT	0
D. Travel Expense/Registration Fees (maximum \$2,000) (Registration fee for July 2015 GAP Conference attendee is \$225 each)	
Registration (\$225 per person x 2 people) = \$450 Hotel (\$149 per night, plus tax; x 3 nights x 2 rooms) = \$1,028 Meal Per Diem (\$67.78 per person, per day x 4 days x 2 people) = \$542.24 TOTAL \$2,020.24	
TOTAL TRAVEL EXPENSE	\$2,000
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$92,230

PAYMENT PROVISION

Exhibit B

Page 1 of 2

1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a monthly basis in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2015.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision cannot exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

PAYMENT PROVISION

Exhibit B

Page 2 of 2

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. BUDGET CONTINGENCY CLAUSE - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor 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 State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2015, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 307, Standard Contractor Certification Clauses. This document may be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> .
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.

Meeting Date: 6/23/15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B11



Date: June 23, 2015

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Approval of Agreement for the 2015-16 Annual Various City Streets Surface Reseal Project (CE 15-16-03)

EXECUTIVE SUMMARY:

The Annual Various Streets Surface Reseal Project (Project) consists of applying slurry seal surface treatment to 64 various City streets. The scope of work also includes repair of failed asphalt concrete pavement, replacement of thermoplastic traffic striping and pavement markings.

The Public Works staff sent out Request for Proposals (RFP) to seven prospective contractors on May 11, 2015 and posted the RFP's on the City's website. Subsequent telephone outreach to various contractors was also done by the Staff to advertise the Project. One proposal from Graham Contractors, Inc. (GCI) was received on May 26, 2015 in the amount of \$725,431.00. After evaluating the proposal, Staff finds that the cost proposal by GCI to be reasonable and GCI has worked with the City for past annual slurry seal maintenance projects. Based on the foregoing reasons, Staff recommends approving the Agreement with the proposer, Graham Contractors, Inc.

Upon obtaining approval of and fully executing the Agreement, construction work can begin in July 2015.

A copy of the Agreement can be viewed on the City's website or in the City Clerk's Office during regular business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the Agreement for the Project with Graham Contractors, Inc. will maintain the Project's schedule and enable the City to maintain a sound and quality roadway system.

ECONOMIC/FISCAL IMPACT:

The cost of the Agreement is \$725,431.00, plus 10% for any potential change orders for an amount not-to-exceed \$72,543.00 for a total cost of \$797,974.00.

Funding is available in the CIP Annual Street Maintenance Rehabilitation Project budget account: 521-4443-80XXX-1468. Since funding source for this Project comes from Gas Tax fund, there is no impact to the General Fund. There is no additional cost to the City other than Staff time.

RECOMMENDATION:

That the Council:

1. Approve and authorize the City Manager to execute the Agreement for the Performance of Services with Graham Contractors, Inc. for the 2015-16 Annual Various Streets Surface Reseal Project in the amount not to exceed \$725,431.00.
2. Authorize the City Manager to approve and execute change orders in connection with this Project which, in the aggregate, do not exceed \$72,543.00, or approximately 10% of the Agreement amount, for a total not to exceed amount of \$797,974.00.


 For Rajeev Batra
 Director of Public Works / City Engineer

Certified as to Availability of Funds: ok. LF
 521-4443-80XXX-1468 \$ 797,974.00


 for Gary Ameling
 Director of Finance/
 Assistant City Manager

MAJORITY VOTE OF COUNCIL

APPROVED:

 for Julio J. Fuentes
 City Manager

Documents Related to this Report:

- 1) *Agreement for the Performance of Services*

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRAHAM CONTRACTORS, INC.**

**FOR THE
2015-16 ANNUAL VARIOUS CITY STREETS SURFACE RESEAL PROJECT**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Graham Contractors, Inc., a California corporation, with its principal place of business located at 860 Lonus Street, San Jose, California 95126 (“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, 2016**.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations

are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. 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 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.

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 provide 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: Public Works/Engineering Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 985-7936

And to Contractor addressed as follows:

Name: Graham Contractors, Inc.
Address: 860 Lonus Street
San Jose, CA 95126
or by facsimile at (408) 293-3633

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. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor 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, Contractor 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 Contractor's responsibilities under the Act.

35. 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 the dates set in the Notice to Proceed, 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 \$500 for each day that expires after the date specified in the Notice to Proceed for Contractor to achieve Substantial Completion, until the work reaches Substantial Completion, and \$300 for each day that expires after the date specified in the Notice to Proceed for Contractor to achieve Final Completion, until the work reaches Final Completion. 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.

36. 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.

37. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit H, entitled "MILESTONE SCHEDULE," if applicable.

38. PREVAILING WAGES.

- 38.1. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.
- 38.2. Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

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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:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

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

ATTEST:

ROD DIRIDON, JR.
City Clerk

“CITY”

GRAHAM CONTRACTORS, INC.
a California corporation

Dated: **June 11, 2015**

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

Name: **David Graham**

Title: **Vice President**

Local Address: **860 Lonus Street**

San Jose, CA 95126

Email Address: **Daveg@grahamcontractors.com**

Telephone: () **408-293-9516**

Fax: () **408-293-3633**

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRAHAM CONTRACTORS, INC.
FOR THE
2015-16 ANNUAL VARIOUS CITY STREETS SURFACE RESEAL PROJECT**

EXHIBIT A

SCOPE OF SERVICES

1. SCOPE OF WORK

The Work under this Agreement is maintenance-type work and consists, in general, of surface sealing various City streets by the application of slurry seal. The Project is located at various streets in the City of Santa Clara. The Plans, **Tracing #12,060-B**, as attached to this Exhibit A identifies the streets covered by this Project and show the approximate quantities of work to be performed on each street. Sheets 2 and 3 of the attached Plans represent location maps, which show the locations of the streets to receive slurry seal. Sheets 4 thru 14 of the Plans attached to this Exhibit A define the limits of work on each street to receive slurry seal. Sheets 15 thru 26 of the Plans as attached to this Exhibit A define the type and length of traffic thermoplastic pavement striping, markings and markers that are required for each street. Precise limits of work on each street shall be as directed and field-marked by the Engineer.

Prior to the execution of this Agreement, the street segments that will receive slurry seal shall have been crack filled. Contractor shall furnish all necessary supervision, labor, materials, supplies, power sweeping, notification of residents, construction tools and equipment, traffic control, utilities and services, transportation, receiving, handling and storage, applicable taxes to complete asphalt failure repair (deeplift), the slurry seal application, and related thermoplastic striping installation.

Contractor shall complete the following work before **October 30, 2015**, and shall attend a required pre-construction meeting. The Work shall conform to the applicable provisions of the latest edition of State of California, Department of Transportation, Standard Specifications, (Standard Specifications), Standard Plans (Standard Plans), City of Santa Clara Standard Specifications and Details, and the requirements of the Contract Documents. Refer to City Standard Specifications Section 00700 for General Conditions.

Contractor shall arrange the work in such manner that adequate parking (at least 50% of displaced affected parking) and access to properties is provided to residents within a slurry seal working area. Contractor shall ensure proper coordination of work schedule through the project inspector prior to start of slurry seal work.

A. MOBILIZATION (Item #1 in Exhibit B, SCHEDULE OF FEES):

1. SCOPE:

Mobilization shall consist of preparatory work and operations, including, but not limited to, equipment shipping and delivery, equipment setup, materials shipping and delivery, those necessary for the movement of personnel, equipment, supplies, utility coordination and permitting, site restoration and demobilization, and incidentals to the project sites; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to and during work on the various contract items on the project site.

The Contractor is responsible for locating and securely covering manholes, monuments, valve boxes, catch basin grates, as well as subsequent locating and cleaning of covers or appurtenances to sewer and utility facilities, monuments, and all other services necessary for the slurry seal application, including removal of concrete bars at intersection of Flora Vista Avenue and Benton Street.

All existing raised pavement markers, traffic stripes and pavement markings (thermoplastic, paint, vinyl, etc.) shall be removed completely by the Contractor prior to placing slurry seal. Stripes and markings are to be removed and neatly swept up immediately preceding the application of asphaltic emulsion or slurry.

Existing concrete bus duckouts and traffic loop detectors must be protected in place. Payment for preserving utilities and for removing existing raised pavement markers, traffic stripes and pavement markings is considered incidental to this bid item and no additional payment will be made.

2. MEASUREMENT AND PAYMENT:

Mobilization shall be paid on a lump-sum basis. The contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilization as specified herein.

Payment for mobilization shall be in accordance with Section 9-1.16D, Mobilization, of the Standard Specifications. In no event shall the compensation for this bid item exceed 10 percent of the bid schedule for Item No. 2 through Item No. 5.

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B. CONSTRUCTION AREA SIGNS & TRAFFIC CONTROL (Item #2 in Exhibit B, SCHEDULE OF FEES):

1. SCOPE:

The City restricts routing of construction traffic and construction vehicles and equipment parking. The Contractor's attention is directed to Section 7-1.03, Public Convenience, Section 7-1.04, Public Safety, and Section 12: Temporary Traffic Control, of the Standard Specifications. The Contractor shall furnish and install construction area signs, and remove these when no longer required. The Contractor shall also supply and install all traffic control devices (including all warning, regulatory, and guide signs) required for the Project. The City will not furnish signs or any other traffic control devices for the Project.

All traffic control devices shall conform to the latest Manual On Uniform Traffic Control Devices (California MUTCD) issued by State of California, Department of Transportation.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, Public Safety, of the Standard Specifications.

2. CONSTRUCTION AREA SIGNS:

Advance construction warning signs shall be placed on all streets leading into the construction area before any construction is started.

Speed limit advisories may be placed along the main traffic lanes.

When detours or changes in traffic lanes are required, directional signs shall be placed at each end and along the roads.

Warning signs, caution signs, and end construction signs, shall be placed at each end of the work and along the route when conditions warrant their use.

The Contractor is responsible for proper placement and maintenance of all signs and barricades. Any additional signs, barricades, lights, etc., that may be required by the Engineer to ensure public safety shall be installed and maintained by the Contractor.

The term "Construction Area Signs" shall include all temporary signs required for the direction of public traffic through or around the work during construction. Such signs are shown in or referred to in the California MUTCD.

Since the Work is anticipated to be completed in a very short period of time and within specific locations, only temporary signage on weighted

barricades and post bases are required for stationary signs. No excavation for signage shall be required.

3. TRAFFIC CONTROL AND DETOUR PLAN:

Prior to start of Work, the Contractor shall submit for review and approval its Traffic Control and Detour Plan to the City of Santa Clara. Submit said plan a minimum of two (2) full working days prior to the pre-construction meeting. The plan shall include (where necessary) lane closures, detours, no parking areas, signing program for construction, access to private property and business establishments, pedestrian traffic, railroad crossings, transit routes, loading areas, the proposed routing of the construction vehicles, hours required for access and the safe guards and procedures necessary to carry out the Work, as well as where Contractor plans to park construction vehicles and equipment, and other matters which might be important to the safe movement of traffic. The plan shall also indicate placement and type of warning signs, lights, devices, flag persons; and have a schedule for implementation.

The plan shall be in a minimum 11" x 17" CAD format. Provide four (4) copies after approval.

4. TRAFFIC CONTROL:

Traffic control shall conform to Subsection 1.16, "TRAFFIC CONTROL," of Section 01500, "TEMPORARY FACILITIES AND CONTROL," of CSC Standard Specifications.

5. MEASUREMENT AND PAYMENT:

The contract LUMP SUM price paid for Construction Area Signs & Traffic Control shall include full compensation for furnishing all labor, materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as specified in the Standard Specifications, these provisions and as directed by the Engineer.

C. TYPE II SLURRY SEAL (Item #3 in Exhibit B, SCHEDULE OF FEES):

1. SCOPE:

The work shall consist of furnishing asphaltic emulsion, aggregate, mineral filler and water, properly proportioned, mixed and spread on a surfacing or pavement where shown on the plans, as specified in these provisions and as directed by the Engineer.

This work shall conform to Subsection 2.0, "SLURRY SEAL," of Section 02037, "BITUMINOUS SEALS," of CSC Standard Specifications, with the

exceptions noted in these provisions.

2. MATERIALS:

Material certificates for the slurry seal will be required a minimum of seven days prior to use.

a. Asphaltic Emulsion:

Asphaltic emulsion shall conform to Subsection 2.2.A., "Asphaltic Emulsion," of Section 02037.

b. Aggregate:

Aggregate shall conform to Subsection 2.2.B., "Aggregate," of Section 02037.

c. Mineral Filler:

Mineral filler shall conform to Subsection 2.2.C., "Mineral Filler," of Section 02037.

d. Water:

The use of potable water for mixing and application of the slurry seal is approved. The use of the City potable water supply for other construction purposes may be restricted and subject to City Water Department's approval. Temporary water meters shall be required for all water drawn from the City water system. Temporary water meters can be obtained by contacting the City Water Department at (408) 615-2000. All charges for the use of potable water shall be considered incidental to the Project, and no additional compensation shall be allowed.

e. Mix Design:

Mix design shall conform to Subsection 2.3, "Mix Design," of Section 02037.

In addition to the tests called for in the Standard Specifications, preliminary tests of the slurry and samples of the slurry taken at the time of placement shall have a wet track abrasion test value of 50 grams per square foot or less. Trucks shall be field calibrated during the first day's operation. Demonstration or calibration area will be determined by the Engineer.

f. Mixing, Spreading, and Application:

The slurry seal shall be mixed in a continuous pugmill mixer. Rotating drum truck mixers shall not be used.

The mixing machine shall be equipped with an approved fines feeder that

provides an accurate metering device or method to introduce a pre-determined amount of mineral filler into the mixer at the same time and location that the aggregate is fed.

The type and amount of mineral filler, as well as the final total mix design, shall be approved by the Engineer. The final mix design shall result in a mix that will set and can be opened to traffic in approximately four (4) hours from the time it is placed.

Immediately preceding the slurry seal application, the Contractor shall cover all grates, slotted manholes, and other appurtenances on the pavement that would allow the entry of the slurry, including all closed manhole covers, water and gas valve box covers, monument boxes, etc. All covered grates and manholes shall be uncovered by the Contractor prior to opening of area to traffic. All other appurtenances shall be broken loose by Contractor after the slurry application.

Special care shall be taken to clean the pavement before the slurry seal application. Power sweepers shall be required. Contractor shall provide whatever flushing, compressed air, or other cleaning methods are necessary to remove all dirt and loose material from the pavement.

The surface shall be fogged with water directly preceding the spreader. The slurry mixture shall be of the desired consistency when deposited on the surface. Total time of mixing shall not exceed four (4) minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No lumping, balling, or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines from the coarse aggregate shall be permitted. If coarse aggregate settles to the bottom of the mix, the slurry shall be removed from the pavement. No excessive breaking of the emulsion shall be allowed in the spreader box. No streaks such as caused by oversize aggregate shall be left in the finished pavement.

The Type II slurry seal shall be placed at a rate to produce fifteen (15) pounds of aggregate per square yard. Application rates shall not vary by more than 10% maximum.

The entire pavement, including the area around curb returns, shall be covered from lip of gutter to lip of gutter. All termination lines are to be straight and neat.

Only one mixing machine shall be allowed to operate at any one time during the course of this project, unless specific written approval is given to the Contractor by the Engineer.

No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. Burlap drags shall be used. Approved squeegees shall be used to spread slurry in non-accessible areas to the slurry

mixer. Care shall be exercised in leaving no unsightly appearance from hand work. Any concrete covered by slurry will require cleaning prior to acceptance of work.

The contractor shall finish roll all slurry seal surface with pneumatic tired rollers prior to opening of the street to traffic. The entire surface shall be given one complete coverage roll, which shall begin as soon as possible after the setting and curing of the slurry seal. The Contractor shall post "Construction Zone - 25 MPH" speed limit signs to control speeds as necessary.

3. TEMPORARY PAVEMENT MARKERS:

Placement and subsequent maintenance of temporary pavement markings is the responsibility of the Contractor and are required on all streets requiring thermoplastic material installation. Temporary pavement markings for lane lines and all other permanent marking locations shall be the flexible 'P' marker type with adhesive strip. Temporary pavement markings are to be new and in manufacturer sealed containers prior to being allowed for use.

Placement of temporary pavement markers is to occur prior to opening a road to normal traffic or at the end of a work shift. Subsequent maintenance of temporary pavement markings is the responsibility of the Contractor.

Contractor is responsible for the temporary marking of all crosswalks, stop bars and turning arrows prior to opening road to normal traffic. Chalk based paint is acceptable.

Removal of temporary pavement markers shall be the responsibility of the Contractor and is not to occur until immediately before the application of the thermoplastic materials. Coordination with placement of permanent markings is required.

4. SWEEPING:

Initial sweeping of loose aggregate shall begin a minimum of one (1) hour after pneumatic rolling of applied slurry and a second time within 24 hours of slurry application. All sweepings shall be from face-of-curb to face-of-curb. In addition, sidewalks, drive approaches and median islands are to swept within 24 hours of slurry application and kept swept as directed by the Engineer. Care shall be taken to avoid the dislodging of aggregates set in the binder. Excessive sweeping will not be allowed.

All excess screenings shall be removed from the roadway prior to allowing traffic on the roadway. The Contractor shall insure that all loose screenings are removed from the roadway surface, curb, gutter, driveways, sidewalks and abutting adjacent areas by the end of each workday.

On the first and second days after application of slurry, the Contractor shall

sweep all recently slurry sealed streets and adjacent areas with a self-propelled vacuum or regenerative air sweeper equipped with an operational spray bar.

Any additional sweepings required to remove excess material shall be performed as directed by the Engineer.

By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of five hundred dollars (\$500) per day, for each slurry sealed area that is un-swept within one (1) hour of pneumatic rolling.

By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of five hundred dollars (\$500) per day, for each slurry sealed area that does not receive a follow up sweeping within twenty four (24) hours of pneumatic rolling.

5. WEATHER LIMITATIONS:

The slurry seal shall not be applied when either atmospheric or pavement temperature is 55 degrees Fahrenheit and falling but may be applied when either the atmospheric or pavement is 45 degrees Fahrenheit and rising. The slurry seal shall not be applied during periods of abnormally high relative humidity.

6. MEASUREMENT AND PAYMENT:

Slurry seal shall be measured and paid per actual square yard of surface sealed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, sweeping and incidentals, and for doing all the work involved in constructing the slurry seal, complete in-place, including the removal of raised pavement markings and thermoplastic/other markings and any and all additional work described in these project specifications and plans.

D. ASPHALT FAILURE REPAIR (DEEPLIFT) (Item #4 in Exhibit B, SCHEDULE OF FEES):

1. SURFACE PREPARATION

Contractor shall furnish all necessary supervision, labor, materials, supplies, power sweeping, notification of residents and businesses, construction tools and equipment, traffic control, utilities and services, transportation, receiving, handling and storage, and removal to complete the work. The Contractor is responsible for preserving manholes, monuments, valve boxes, catch basin grates, etc.

2. SCOPE

This Bid Item shall consist of excavating materials, regardless of character and subsurface conditions, from pavement areas where pavement has failed or deemed structurally inadequate by the Engineer and replacing the excavated material with a minimum of six inches (6") full depth asphalt concrete (deep lift) placed in the following paving lifts: not-to-exceed 0.17' on surface course and not-to-exceed 0.25' on non-surface course. All asphalt concrete shall be Type A 3/4-inch (3/4") mix maximum and asphalt binder grade PG 64-10.

In the event the Contractor encounters an existing non-recyclable pavement reinforcing fabric during performance of asphalt failure repair, the Contractor shall carefully remove such fabric. Cost of pavement reinforcing fabric shall be included in the unit price of this bid item.

The Engineer shall confirm depths of excavation in the field prior to removal and will confirm finished subgrade elevations prior to allowing Contractor to place asphalt concrete. All asphalt concrete mixtures shall be placed only when the atmospheric temperature is above 50 degrees Fahrenheit and rising. Refer to Section 02007, "STORM WATER POLLUTION PREVENTION," of the CSC Standard Specifications, for storm water pollution prevention requirements.

The Asphalt failure repair work shall be completed prior to slurry seal application.

Contractor shall thoroughly sweep the street, to the satisfaction of the Engineer, to allow the Engineer to mark out horizontal limits of asphalt failure repair areas using white paint. Engineer shall be allowed two (2) full working days from completion of the sweeping to perform his mark outs. Pavement to be removed shall be ground to the limits field marked at the removal boundary. The pavement cut shall be straight and vertical. The Contractor and the Engineer shall agree on the size of all marked out removal area, in writing, prior to actual removal.

Any curb and gutter damaged by the Contractor's deep lift operation shall be replaced at the Contractor's expense. Replacement of curb and gutter and dowel connections shall be in accordance with City standards.

Removal of asphalt concrete and aggregate base shall be performed in such a manner that the edge of the remaining pavement is undisturbed and undamaged. The Contractor shall dispose of the removed material off the project limits. All grinding/removed materials are to be loaded directly in to trucks, stockpiling of materials onsite for any time length is not allowed. Disposal shall be the responsibility of the Contractor and is considered incidental to this bid item.

Top lift shall not be placed over the bottom lift until the temperature at mid-

depth of the lift is not more than 160 degrees Fahrenheit. All asphalt concrete shall be deposited directly into the excavation from the delivery vehicle and shall be leveled prior to any rolling.

Pavement removal and construction of deep lift asphalt concrete shall be performed only on one side of the street at a time unless otherwise approved by the Engineer. At the industrial, commercial, or multi-family developments which have more than one driveways, the Contractor shall break up the deep lift sections so as to provide access to at least one driveway at all times; at mentioned developments which have only one driveway, the Contractor shall schedule deep lift work in such a manner that only half of the driveway is blocked at all times.

Once the pavement is removed, the Contractor shall diligently prosecute the work so that the deep lift is in place within the same working day. At no time shall there be a drop off greater than 0.1' (one-tenth of a foot) in the pavement overnight. Because of the danger to and damage of vehicles using the public streets and the inconvenience to the public caused by deep lift work, the deep lift sections must be ramped with asphalt concrete along the traffic direction to provide smooth transition from the original pavement elevation down to the deep lift level. No unnecessary delays shall be tolerated. **By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of One Thousand Dollars (\$1,000) per calendar day, for each excavated area that remains incomplete beyond the given time limit as specified in this paragraph.**

The use of "transfer trucks" and bottom dump trucks to transport asphalt concrete for overlay or deep lift operations is prohibited.

Only one paving machine shall be allowed to operate at any one time during the course of this project, unless specific written approval is given to the Contractor by the Engineer.

Spreading and compacting equipment shall conform to Section 39-5, SPREADING AND COMPACTING EQUIPMENT, of the Standard Specifications, except as noted in this Exhibit A.

Spreading of asphalt concrete material with blading equipment shall be permitted for the lower lifts of asphalt removal & replacement. Top lift asphalt material shall be spread with self-propelled mechanical vibratory spreading and finishing equipment, which shall be equipped with rubber tires or with rubber capped tracks. Steel tracked spreading equipment without rubber pads shall not be permitted.

The paving machine shall be equipped with vibratory screed and wings allowing paving widths from 10' min to up to 18' so as to produce a uniformly distributed and compacted material.

Prior to starting paving, the Contractor shall submit, to Engineer, the equipment manufacturer's specifications for each roller used on the project. Each roller shall have a separate operator. Vibratory rollers shall not be permitted on this project, except when operated with the vibratory mechanism switched off, unless approved in writing by the Engineer.

Initial or breakdown compaction shall consist of a minimum of two complete coverages of each layer of asphalt mixture and shall be performed with a tandem or a three-wheel roller weighing not less than 12 tons, unless otherwise permitted by the Engineer. The initial or breakdown compaction shall be followed by additional rolling consisting of a minimum of 2 coverages with an 8 ton pneumatic roller, which shall be followed by a final rolling consisting of a minimum of one coverage with a steel-tired tandem roller weighing not less than 8 tons. The exact number of coverages required will be determined by the Engineer.

3. MEASUREMENT AND PAYMENT

Asphalt failure repair (deeplift) shall be measured and paid per actual tons placed. Any and all removal and replacement done outside of the areas marked by the City or to depths greater than the maximum depth specified will be at the expense of the Contractor. The contract price paid per ton for deep lift shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved to repair the failed pavement including pavement excavation and removal, compaction and scarifying/grading of sub-grade (if needed), asphalt concrete, prime coat (if needed), and tack coat, complete in place. The work shall include sawcutting and/or grinding of asphalt, removal of asphalt and affected subgrade and replacement of asphalt as specified in these Special Provisions.

In order to establish a contract unit price for the construction of deep lift asphalt concrete, a bid item for this work has been provided in Exhibit B, "SCHEDULE OF FEES." However, the need for this item of work shall be determined by the Engineer in the field. The Engineer shall have the option to increase or decrease the quantity of deep lift asphalt concrete or omit this item or portion of this item, up to one hundred percent (100%) percent of the contract quantity, with no adjustment in the contract unit price.

E. THERMOPLASTIC PAVEMENT STRIPING & MARKINGS (Item #4 in Exhibit B, SCHEDULE OF FEES)

1. SCOPE:

This work shall consist of applying thermoplastic traffic stripes and pavement markings where shown on the plans, as specified in these provisions and as directed by the Engineer.

This work shall conform to the applicable provisions of Section 84: Traffic Stripes and Pavement Markings of the Standard Specifications, Standard Plans, California MUTCD, and Section 02084, "TRAFFIC STRIPES, PAVEMENT MARKINGS, AND PERMANENT MARKERS," of CSC Standard Specifications.

In the event of apparent conflicts between the Standard Specifications, the Standard Plans, the Standard Details, and CSC Standard Specifications, those requirements as determined by the Engineer which gives the greatest protection to the City or result in the best installation shall govern.

All traffic stripes and pavement markings on existing surfacing shall be removed by grinding prior to placement of slurry seal.

2. TRAFFIC STRIPES AND PAVEMENT MARKINGS:

Thermoplastic traffic stripes and pavement markings and preformed thermoplastic pavement markings shall conform to Subsections 3.1.A., "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS," and 3.1.C., "PREFORMED THERMOPLASTIC PAVEMENT MARKINGS," of Section 02084.

3. APPLICATION:

A minimum of 5 days curing period for slurry-sealed streets is required prior to application of thermoplastic material. Newly placed markings shall be protected from damage by public traffic or any other causes until the striping product is thoroughly cured and/or cooled.

The Contractor is required to coordinate the thermoplastic application and pavement marker installation schedule with the City Traffic Foreman, Jim Goss, at (408) 615-3030. The Contractor shall arrange for a member of the City Traffic Field Crew to be present at all times during the thermoplastic application and pavement marker installation.

Locations indicated to receive thermoplastic traffic stripes and pavement markings shall be pre-marked by the Contractor per the striping plans. Prior to placement of striping materials, the City Traffic Foreman will confirm pre-marking. The Contractor shall coordinate all efforts to insure that the striping installation conforms to the Contract Documents. Chip seal markers, if required for temporary delineation, shall be provided by the Contractor.

Attention is directed to the section "CONSTRUCTION AREA SIGNS & TRAFFIC CONTROL" of these provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

Where new striping joins existing striping, as shown on the plans, the

Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Drips, overspray, improper markings and paint and thermoplastic material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer. All this removal work shall be at the Contractor's expense.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or any other causes until the thermoplastic material is thoroughly set or the paint is thoroughly dry.

Potential delays due to paving operation problems are the Contractor's and (if applicable) striping subcontractor's responsibility. Any costs related to coordination problems are considered incidental and shall not be a justification for extra work reimbursements.

By way of ascertaining and fixing the amount of damages, and not by way of penalty, the Contractor shall pay the City the sum of five hundred dollars (\$500) per day, for each slurry sealed area that remains without permanent markings beyond three calendar weeks from the date the slurry is applied.

4. MEASUREMENT AND PAYMENT

For purposes of measurement and payment, a traffic stripe is defined as a solid line, a broken line, or a combination of solid and/or broken lines that comprise the typical details of traffic lines on pages A20A thru A20D of the Standard Plans. Thermoplastic traffic stripes will be measured by the linear foot along the line of the traffic stripes. As an example, a Detail 9 traffic stripe, which consists of a broken 4-inch wide white stripe, will be measured without deductions for gaps. Also, a Detail 22 traffic stripe, which consists of two solid 4-inch wide yellow stripes, will be measured as one traffic stripe. Furthermore, a Detail 32 traffic stripe, which consists of two solid and two broken 4-inch wide yellow stripes, will be measured as one traffic stripe. Pavement markings will be measured by the square foot for each marking.

The contract prices paid per linear foot for traffic stripes and by square foot for pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes and pavement markings (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe) complete in place, including establishing alignment for stripes, layout work and placement and maintenance of temporary pavement markings, as shown on the plans, as specified in the Standard Specifications and these provisions, and as directed by the Engineer.

F. RAISED RETRO-REFLECTIVE PAVEMENT MARKERS (Item #5 in Exhibit B, SCHEDULE OF FEES)

1. SCOPE:

This item shall consist of furnishing and placing raised retro-reflective pavement markers in accordance with the provisions in Section 85: Pavement Markers of the Standard Specifications, these provisions and as directed by the Engineer.

Raised retro-reflective pavement markers shall be placed in conjunction with the pavement striping as indicated in the Standard Plans.

Raised retro-reflective pavement markers shall also be placed to mark fire hydrant locations.

Raised retro-reflective markers are to be placed immediately upon completion of the thermoplastic striping material process.

2. MATERIALS:

Raised pavement markers shall be retro-reflective and shall be 3M type 290 series or approved equal and marked as abrasion resistant on the body of the markers.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-3.05E, Certificates of Compliance, of the Standard Specifications.

3. MEASUREMENT AND PAYMENT:

The quantity of pavement markers will be measured as units determined from actual count in place.

The contract unit prices paid for raised pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and placing pavement markers, complete in place, including adhesives, and establishing alignment for pavement markers, as shown on the plans, as specified in the Standard Specifications and these provisions, and as directed by the Engineer.

2. QUANTITY ALTERATION.

The City reserves the right to increase, decrease or omit any item or portion of the work, up to twenty-five (25%) percent of the contract quantities' value with no change in unit proposal price, in order to remain within budget limitations.

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

3. HOURS OF WORK.

In general, the preparation and application of slurry materials shall not begin prior to 7:30 A.M. No placement of surface seal shall be allowed after 3:00 p.m. on any street. All streets shall be open to traffic no later than 5:00 p.m. unless authorized by the Engineer.

Weekend work, if requested by the Contractor in writing, will be considered by the Engineer. Approval of weekend work will be no additional cost to the City.

4. CONTRACT DOCUMENTS.

The Contract Documents consist of this Agreement and all exhibits; drawings details, attachments and specifications; the General Information to Bidders; Contractor's Bid; all change orders for the Project; all bonds, insurance certificates and policies required by this Contract; and any other writing required by this Contract. Contract Documents are complementary; what is called for by one is as binding as if called for by all.

5. AWARD OF CONTRACT.

City will make the Award of Contract by issuing a Notice of Award. However, as a condition to City signing the Contract, Contractor shall, within ten (10) days of receipt of the Notice of Award, deliver to City the executed Agreement, forms, bonds and insurance documents required by the Contract in the required amounts.

6. BONDS.

Within 10 days of receipt of the Notice of Award, Contractor shall file with City the following bonds:

A. CONSTRUCTION PERFORMANCE BOND:

Corporate surety bond, in the form attached hereto as **Exhibit F - Construction Performance Bond**, in the penal sum of 100% of the Contractor's Bid as accepted, to guarantee faithful performance of the Work; and,

B. CONSTRUCTION, LABOR AND MATERIALS BOND:

Corporate surety bond, in the form attached hereto as **Exhibit G - Construction Labor and Material Payment Bond**, in the penal sum of 100% of the Contractor's Bid as accepted, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract Documents.

All Sureties must be satisfactory to City. Corporate sureties on these bonds and on bonds accompanying Bids shall be executed by an admitted surety insurer, duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of "A- VI" or better.

7. DRAWINGS AND SPECIFICATIONS.

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

8. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS.

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

9. STANDARDS TO APPLY WHERE SPECIFICATIONS ARE NOT FURNISHED.

Contractor shall adhere to the following standards in the following order: (1) City specifications and requirements; (2) Caltrans specifications for roads and road construction. If neither the City's nor Caltrans' standards are applicable, the following general specifications shall apply wherever in the specifications, or in any directions given by City in accordance with or supplementing specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or

articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes for first-class work of the kind required. Contractor shall specify in writing to City the materials to be used or Work to be performed under this paragraph within 10 (ten) working days prior to furnishing such materials or performing such Work.

10. DEVIATION FROM SPECIFICATIONS AND DRAWINGS.

Contractor shall perform Work in accordance with drawings and specifications. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon City's advance written approval of the proposed deviation.

City may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items.

11. INSPECTION OF WORK.

A. WORK SUBJECT TO INSPECTION:

All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and **manufacture** and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by City, its agents, representatives or independent contractors retained by City to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, City shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

B. NOTICE OF INSPECTION:

Contractor shall give City timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

C. RESPONSIBILITY FOR INSPECTION:

If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume

full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish City with the required certificates of inspection, or approval. City will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

D. COVERED WORK:

If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of City, Contractor shall uncover the Work at City's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to City's request, Contractor shall uncover Work for City's observation or inspection at City's request. Contractor shall bear the cost of uncovering Work.

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

E. NO WAIVER OF INSPECTION:

Inspection of the Work by or on behalf of City, or City's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Amendment signed by City, to perform Work in conformance with the Contract Documents.

Any inspection, evaluation, or test performed by or on behalf of City relating to the Work is solely for the benefit of City, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by City, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

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12. CORRECTION OF DEFECTIVE WORK.

A. REPLACEMENT OF DEFECTIVE WORK:

If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, City may order Contractor to replace any defective work, as determined solely by City, or stop any portion of Work to permit City (at Contractor's expense) to replace such Defective Work. These City rights are entirely discretionary on the part of the City, and shall not give rise to any duty on the part of City to exercise the rights for the benefit of Contractor or any other party.

B. CORRECTION OR REMOVAL OF DEFECTIVE WORK:

City may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. An Amendment will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract sum, City may decide the proper amount or, in its discretion may elect to leave the Contract sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damaged caused by or resulting from the correction or removal. If Contractor disagrees with City's calculations, it may make a claim as provided in this Contract. City's rights under this paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.

C. CORRECTION PERIOD:

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

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

D. ACCEPTANCE AND CORRECTION OF DEFECTIVE WORK BY CITY:

City may accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such Defective Work. If City accepts any Defective Work prior to final payment, an Amendment will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract sum, City may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with City's calculations, Contractor may make a claim. If City accepts any Defective Work after final payment, Contractor shall pay to City, an appropriate amount as determined by City.

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

E. RIGHTS UPON INSPECTION OR CORRECTION:

Contractor shall not be allowed an extension of Contract time because of any delay in the performance of Work attributable to the exercise by City of its rights and remedies under this Article 9. Where City exercises its rights under this

Article 9, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where an Amendment cannot be agreed upon.

Inspection by City shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive City's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefore. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless City agrees otherwise in writing.

13. SAMPLES AND TESTS OF MATERIALS AND WORK.

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

14. PROOF OF COMPLIANCE OF CONTRACT PROVISIONS.

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

15. ACCEPTANCE.

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

16. PROFICIENCY IN ENGLISH.

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

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17. CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES.

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

18. CONTRACTOR TO LIST TRADES WORKING.

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

19. PROSECUTION AND PROGRESS OF THE WORK.

A. COST DATA:

Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide City with monthly summaries of this information.

B. DAILY REPORTS:

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

C. CITY'S RIGHT TO AUDIT:

City shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site. City and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Contract at any time during the Project and for a period of five years following final

acceptance. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

Upon completion of the Work, Contractor shall deliver to City, the Project Record Documents, samples and shop drawings and as-built drawings.

20. MODIFICATIONS OF CONTRACT DOCUMENTS.

No modification or deviation from the Contract Documents, drawings and specifications will be permitted except by a written amendment hereto. Amendments in excess of City's approved limit must be approved by the City Council and a performance bond rider covering the changed work executed before proceeding with the changed work. Contractor is charged with knowledge of City's approved amendment limits and procedures in effect at the applicable time.

21. WORKING CONDITIONS.

A. USE OF SITE SANITARY RULES:

All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to City's approval.

B. STORAGE:

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

C. NO ACCUMULATION OF WASTE OR DEBRIS:

During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by City at

Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

D. PROTECTION OF STRUCTURES AND PAVEMENT:

Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

22. PROTECTION OF WORK, PERSONS, PROPERTY AND OPERATIONS.

A. SAFETY:

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by City, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to City's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by City in writing, Contractor shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any existing City facilities or operations.

B. COMPLIANCE AND UNDERGROUND FACILITIES:

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

C. RESPONSIBILITY FOR DAMAGE:

Contractor shall remedy all damage, injury, loss or interruption to any property or operations referred to herein, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time

as all the Work is completed and final acceptance of the Work. City and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

D. DESIGNATION OF SAFETY REPRESENTATIVE:

Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. PAYMENT WITHHOLDING:

City may, at its option, retain such moneys due under the Contract Documents as City deems necessary until any and all suits or claims against Contractor for injury to persons, property or operations shall be settled and City receives satisfactory evidence to that effect.

23. RESPONSIBILITY FOR SAFETY AND HEALTH.

A. HEALTH AND SAFETY:

Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and City's safety regulations as amended from time to time. Contractor shall comply with all City directions regarding protective clothing and gear.

B. NOTICE OF HAZARDOUS CONDITIONS:

Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify City, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

C. SAFE ACCESS:

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

24. EMERGENCIES.

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

25. USE OF ROADWAYS AND WALKWAYS.

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

26. CONTRACTOR SHALL OBTAIN A VALID CITY BUSINESS LICENSE.

Contractor shall obtain and maintain a valid business license in the City of Santa Clara.

27. RESIDENT AND BUSINESS NOTIFICATION.

The Contractor shall notify, by circular, business establishments and residences located on streets that are to be seal coated. This shall be done a minimum of forty-eight (48) hours and not more than ninety-six (96) hours in advance of starting work on those streets. The circulars shall be furnished by the City and be "door hanger" style. The distribution of circulars is considered incidental and is not a pay item.

28. TOW-AWAY PROCEDURE.

Contractor shall post all streets to be surface sealed with "NO PARKING TOW-AWAY" signs at least 48 hours prior to the start of sealing in each area requiring parking restrictions. Areas to be posted with "NO PARKING TOW-AWAY" signs must be verified as correct by the Santa Clara Police Department, (408) 615-4760. Barricade spacing shall be a maximum of 50 feet. Signs shall be maintained in the interval between posting and the actual tow-away.

Tow-away signs shall be placed in a manner conforming to the applicable ordinances. The tow-away signs shall indicate the date, time (civilian time), hours, and day of the week of the parking prohibition. Signs shall not be nailed or stapled to street trees, sign posts, or mail boxes. Posting shall be on street barricades only. Temporary "NO PARKING TOW-AWAY" signs to be posted shall be provided by the City.

29. CONFLICTS WITH SOLID WASTE COLLECTION SERVICES.

Contractor shall coordinate the project schedule with the refuse collection schedule. Garbage and rubbish are collected by MISSION TRAIL GARBAGE COMPANY, (408) 727-5365. Recycling is collected on the same day that rubbish and garbage is collected, but by RECOLOGY SANTA CLARA, (408) 970-5100. The Contractor shall make every effort to schedule the slurry application so as to least disrupt the three refuse collections. Any conflicts in the scheduling shall be noted and resolved by all respective parties before any work can commence.

30. WATER CONSERVATION PLAN.

The City Council of the City of Santa Clara approved and adopted Water Use Prohibitions and Restrictions on April 21, 2015, which restrict the manner in which water is utilized. The followings are the restrictions that apply to these construction operations:

Cleaning of streets, sidewalks, driveways, parking lots or other paved or hard-surfaced areas, or washing of vehicles or other construction equipment is prohibited unless hoses are fitted with an operating, automatic shutoff valve. When using water trucks or sweepers, Contractor shall utilize recycled or reclaimed water unless not reasonably available.

Water waste due to broken or defective plumbing, fire systems, irrigation systems, or appurtenances thereto is prohibited.

The purpose of the policy is to minimize the use and especially the waste of potable water to the greatest extent possible. To this end, contractors are required to adhere to the above restrictions and are encouraged to use reclaimed water whenever possible.

Note that substantial fines shall be issued for any violation of these prohibitions.

Conformance with all provision of the Water Conservation Plan shall be considered incidental to the project, and no additional compensation shall be allowed.

31. NONPOINT SOURCE POLLUTION CONTROL.

Contractor shall perform the Work in a manner which shall not allow harmful pollutants to enter the City storm drain system. To ensure compliance, the Contractor shall implement the appropriate Best Management Practice (BMP) as outlined in the brochures entitled "Best Management Practice for the Construction Industry" issued by the Santa Clara Valley Non-point Source Pollution Control Program to suit the construction site and job condition. The Contractor shall present his or her proposed BMP at the Pre-construction Meeting for discussion and approval.

Compensation for compliance with this provision shall be considered as included in the prices paid for the contract items of work provided in this contract, and no additional compensation will be allowed.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRAHAM CONTRACTORS, INC.
FOR THE
2015-16 ANNUAL VARIOUS CITY STREETS SURFACE RESEAL PROJECT
EXHIBIT B
SCHEDULE OF FEES**

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
1.0	Mobilization	1	LS	\$17,000.00	\$ 17,000.00
2.0	Construction Area Signs & Traffic Control	1	LS	\$ 27,500.00	\$ 27,500.00
3.0	Type II Slurry Seal	230,000	SY	\$ 1.65	\$ 379,500.00
4.0	Asphalt Failure Repair (Deeplift)	1,470	TON	\$ 159.00	\$ 233,730.00
5.0	Thermoplastic Striping & Markings				
5.1	Detail 1 – Yellow Centerline	1,000	LF	\$ 0.50	\$ 500.00
5.2	Detail 22 – Double Yellow Centerline	10,400	LF	\$ 1.20	\$ 12,480.00
5.3	Detail 25 – Left Edge Line	1,300	LF	\$ 0.70	\$ 910.00
5.4	Detail 27B – Right Edge Line	13,400	LF	\$ 0.50	\$ 6,700.00
5.5	Detail 32 – Two-Way Left Turn Lane	1,030	LF	\$ 1.80	\$ 1,854.00
5.6	Detail 38 – Channelizing Line	865	LF	\$ 1.00	\$ 865.00
5.7	T-markers for On-Street Parking	100	LF	\$ 10.00	\$ 1,000.00
5.8	12" White (for crosswalk/limit lines)	3,500	SF	\$ 3.00	\$ 10,500.00
5.9	12" Yellow (for crosswalk/limit lines)	200	SF	\$ 3.00	\$ 600.00
5.10	24" White Line (for crosswalk	1,470	LF	\$ 6.00	\$ 8,820.00
5.11	24" Yellow Line	210	LF	\$ 6.00	\$ 1,260.00
5.12	Yield Line	150	SF	\$ 3.00	\$ 450.00
5.13	Type I Straight Arrow	14	SF	\$ 4.00	\$ 56.00
5.14	Type IV (Left or Right) Arrows	270	SF	\$ 4.00	\$ 1,080.00
5.15	"25" Numeral	405	SF	\$ 4.00	\$ 1,620.00
5.16	Bike Loop Detector Symbol	4	SF	\$ 100.00	\$ 400.00
5.17	Shared Lane Bicycle Marking (Sharrow)	620	SF	\$ 4.00	\$ 2,480.00
5.18	"STOP" Word	2,046	SF	\$ 4.00	\$ 8,184.00
5.19	"YIELD" Word	192	SF	\$ 4.00	\$ 768.00
5.20	"SLOW" Word	92	SF	\$ 4.00	\$ 368.00
5.21	"SCHOOL" Word	140	SF	\$ 4.00	\$ 560.00
5.22	"XING" Word	84	SF	\$ 4.00	\$ 336.00
6.0	Raised Retro-reflective Pavement Markers				
6.1	Type D Two-way Yellow Retro-reflective Markers	1,450	EA	\$ 3.00	\$ 4,350.00
6.1	Type G One-way Clear Retro-reflective Markers	60	EA	\$ 3.00	\$ 180.00

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2015-16 ANNUAL VARIOUS CITY STREETS SURFACE RESEAL PROJECT**

**EXHIBIT B
SCHEDULE OF FEES**

(Continuation)

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
6.2	Type H One-way Yellow Retro-reflective Markers	60	EA	\$ 3.00	\$ 180.00
6.3	Hydrant Two-way Blue Retro-reflective Markers	120	EA	\$ 10.00	\$ 1,200.00
TOTAL					\$ 725,431.00
SIGNATURE: 			DATE: June 11, 2015		
PRINTED NAME: David Graham					
TITLE: Vice President			COMPANY: Graham Contractors, Inc.		

The total payment to the CONTRACTOR for all work necessary for performing all Tasks, as stated in this Exhibit B, shall not exceed \$725,431.00, plus any authorized Additional Services, which shall not exceed \$72,543.00. In no event shall the amount billed to City by Contractor for services under this Agreement exceed Seven Hundred Ninety-seven Thousand Nine Hundred Seventy-four Dollars and No Cents (\$797,974.00), subject to budget appropriations.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT C

INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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2015-16 ANNUAL VARIOUS CITY STREETS SURFACE RESEAL PROJECT
EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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

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

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide 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
GRAHAM CONTRACTORS, INC.
FOR THE
2015-16 ANNUAL VARIOUS CITY STREETS SURFACE RESEAL PROJECT
EXHIBIT E**

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

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

GRAHAM CONTRACTORS, INC.

a California corporation

By: 
Signature of Authorized Person or Representative

Name: David Graham

Title: Vice President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

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.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

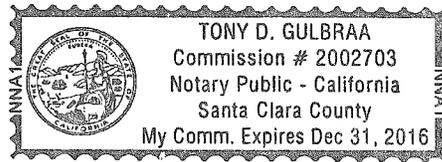
State of California)
)
County of Santa Clara)

On June 11, 2015 before me, Tony D. Gulbraa, Notary Public, personally appeared David Graham 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 Tony D. Gulbraa



(Seal)

*******OPTIONAL*******

(Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.)

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer is Representing: _____

Right Thumbprint of Signer Above

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRAHAM CONTRACTORS, INC.
FOR THE
2015-16 ANNUAL VARIOUS CITY STREETS SURFACE RESEAL PROJECT**

EXHIBIT F

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond"), dated _____, 2015, is in the penal sum of _____ Dollars, (\$ _____), which is equal to one hundred percent (100%) of the Contract Price, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), City of Santa Clara, California, a chartered California municipal corporation ("City") or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

2015-16 Annual Various City Streets Surface Reseal Project, Contract CE 15-16-03

Dated: _____ 2015

In the amount of \$ _____ Dollars
("100% of Contract Price")

CONTRACTOR AS PRINCIPAL:

SURETY:

Contractor Name

Surety Name:

Principal Address of Business

Principal Address of Business

(Corp. Seal)

(Corp. Seal)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to Form:

City Attorney

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
 - 3.1 City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 City has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids from qualified contractors acceptable to City for a contract for performance and completion of the Construction Contract, and, upon determination by City of the lowest responsible bidder, arrange for a contract to be prepared for execution by City and the contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith the amount for which it may then be liable to City under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated

resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the work is located.
10. All notices to Surety or Contractor shall be mailed or delivered to the address shown on the signature page, and all notices to City shall be mailed or delivered as provided in Agreement Provisions, Section 29. Actual receipt of notice by Surety, City or Contractor, however

accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
 - 12.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
 - 12.2 Construction Contract: The agreement between City and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, including but not limited to, "default" as provided in Document 00700 General Conditions.
 - 12.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

S:\Attorney\BONDS\Bonds - Construction Performance Bond - Revised 8-26-03 (Document 00610).doc

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
 BY AND BETWEEN THE
 CITY OF SANTA CLARA, CALIFORNIA,
 AND
 GRAHAM CONTRACTORS, INC.
 FOR THE
 2015-16 ANNUAL VARIOUS CITY STREETS SURFACE RESEAL PROJECT
 EXHIBIT G
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

This Construction Labor and Materials Payment Bond ("Bond"), dated _____, 2015, is in the penal sum of _____ Dollars, (\$ _____), which is equal to one hundred percent (100%) of the Contract Price, and is entered into by and between the parties listed below to ensure the payment of claimants under of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), City of Santa Clara, California, a chartered California municipal corporation ("City") or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

2015-16 Annual Various City Streets Surface Reseal Project, Contract CE 15-16-03

Dated: _____ 2015

In the amount of \$ _____ Dollars
 ("100% of Contract Price")

CONTRACTOR AS PRINCIPAL:

SURETY:

Contractor Name

Surety Name:

Principal Address of Business

Principal Address of Business

(Corp. Seal)

(Corp. Seal)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to Form:

 City Attorney

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to City, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided City has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no City Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. If Contractor or its subcontractors however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the work to be performed thereunder, or materials

or equipment to be furnished thereunder or the specifications accompanying the same, shall in any affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications or any other changes.

9. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered to the address shown on the signature page, and all notices to City shall be mailed or delivered as provided in Agreement Provisions, Section 29. Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
 - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of Contractor and Contractor's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
 - 13.2 Construction Contract: The agreement between City and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 13.3 City Default: Material failure of City, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

S:\Attorney\BONDS\Bonds - Construction Labor and Materials Bond - Revised 8-26-03 (Document 00620).doc

Meeting Date: 6-23-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 1B.12



Date: June 2, 2015

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Approval of Amendment No.1 to the Agreement for the Performance of Services with Flagship Facility Services, Inc. for Janitorial Services for City Facilities.

EXECUTIVE SUMMARY:

Flagship Facility Services, Inc. has provided custodial services for city facilities since July, 2012. The city's agreement will expire June 30, 2015. In 2012 a formal Request for Proposal (RFP) was conducted for janitorial services for city facilities. Eleven firms submitted proposals. Flagship Facility Services Inc. was selected based upon the comprehensiveness of their transition, inspection and training plan and green cleaning practices.

Flagship Facility Services, Inc. has provided exemplary service over the past three years. Based on the quality and commitment of Flagship Facility Services, Inc. staff recommends extending the agreement for three additional years. A copy of this Amendment 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 Amendment will provide ongoing janitorial services for City facilities. This is a three (3) year extension with no escalation costs through the term of the Agreement. The Scope of services has been modified to include service to the new Northside Library and includes additional utility work to maintain City facilities in excellent condition.

ECONOMIC/FISCAL IMPACT:

The proposed 3-year amendment covering fiscal years 2015-16, 2016-2017, and 2017-2018 is for a total amount not to exceed \$1,912,618.17. Each year is \$607,180.37 with a \$30,359.02 contingency for a total of \$637,539.39 for each year of the Agreement. The base price of the Agreement is Approximately \$125,000 higher due to the additions of the Northside Library service, additional utility work and a one-time inflation adjustment. The total amount of the Agreement including this Amendment No. 1 is for an amount not to exceed \$3,412,618.17. Sufficient appropriations have been requested in the 2015-16 budget in various department budgets to cover these services.

City Manager for Council Action

Subject: Approval of Amendment No.1 to the Agreement for the Performance of Services with Flagship Facility Services, Inc. for Janitorial Services for City Facilities

Page 2

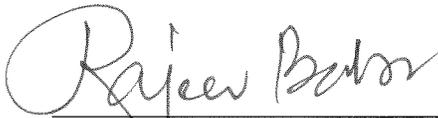
RECOMMENDATION:

That the Council:

- 1) Approve Amendment No.1 to the Agreement for the Performance of Services with Flagship Facility Services, Inc. for janitorial services to City facilities for an amount not to exceed \$1,912,618.17 for an additional 3-year term resulting in a total not to exceed amount of the Agreement for \$3,412,618.17 ending FY 2017-18 subject to budget appropriations; and
- 2) Authorize the City Manager to execute and make minor, non-substantive modification to Amendment No. 1, if necessary and execute the use of contingency amounts not to exceed \$30,359.02 per year of the agreement as required, subject to budget appropriations.

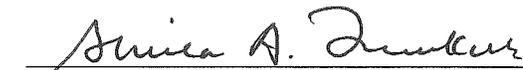
Certified as to Budget Form:

001-2223-87870	\$120,562.68
001-5522-87870	\$432.54
001-7821-87870	\$10,625.91
001-7841-87870	\$5,054.90
001-1271-87600-(I)1903	\$146,639.17
001-1233-87600-(I)1903	\$19,393.80
001-7745-87600-(I)6677	\$158,959.61
001-1134-87870	\$64,621.04
001-1271-87600-(I)1903	\$6,600.00
001-2223-87870	\$6,600.00
001-1134-87870	\$6,600.00
001-4431-87870	\$887.11
091-1378-87870-(A)00015-(F)93200	\$4,500.45
091-1321-87870-(A)00015-(F)93200	\$4,500.45
091-1377-87870-(I)9240-(F)93200	\$5,261.34
091-1377-87870-(I)9170-(F)93200	\$1,300.01
053-2123-87600	\$4,745.23
092-1422-87600-(I)1903	\$5,582.71
094-1512-87600-(I)1903	\$2,147.00
097-1525-87600-(I)1903	\$858.30
096-2935-87870	\$2,940.34
001-1271-87600-(I)1903	<u>\$58,726.80</u>
Total	\$637539.39



Rajeev Batra
Director of Public Works/City Engineer

APPROVED:


for Julio J. Fuentes
City Manager



Gary Ameling
Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) Amendment No. 1 to the Agreement for the Performance of Services

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
FLAGSHIP FACILITY SERVICES, INC**

PREAMBLE

This agreement (“Amendment No. 1”) is by and between Flagship Facility Services, Inc., a California corporation, with its principal place of business located at 1050 North 5th Street, San Jose, California 95112 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Amendment No. 1.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Agreement for the Performance of Services By and Between the City of Santa Clara, California, and Flagship Facility Services, Inc. for the FY 2012-2015, dated May 10, 2012 (the “Original Agreement”); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide janitorial services, and the Parties now wish to amend the Original Agreement to extend the agreement through June 30, 2018 at the same unit prices specified in Exhibit A of the Original Agreement and to increase the not-to-exceed amount of the Original Agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That item number five of the Agreement Provisions Section entitled “Term of Agreement is hereby amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of the Agreement and terminate June 30, 2018.

2. AMENDMENT PROVISIONS

Exhibit B of original Agreement is hereby amended as follows:

Bid Sheet		Rev 31912 (Revised Flagship 2/23/15)				
Department	Building Name	Year 1 2015/2016 cost	Increase	Year 2 2016/2017 cost	Increase	Year 3 2017/2018 cost
Building Maintenance	Berman Building	\$ 4,358.90	0%	\$ 4,358.90	0%	\$ 4,358.90
Building Maintenance	City Hall	\$ 45,287.89	0%	\$ 45,287.89	0%	\$ 45,287.89
Building Maintenance	Communication Shop	\$ 1,537.11	0%	\$ 1,537.11	0%	\$ 1,537.11
Building Maintenance	Court House	\$ 5,654.21	0%	\$ 5,654.21	0%	\$ 5,654.21
Building Maintenance	Emergency Op Center	\$ 4,974.15	0%	\$ 4,974.15	0%	\$ 4,974.15
Building Maintenance	Inman House	\$ 2,053.23	0%	\$ 2,053.23	0%	\$ 2,053.23
Building Maintenance	Jamison Brown House	\$ 535.76	0%	\$ 535.76	0%	\$ 535.76
Building Maintenance	Pavilions	\$ 768.56	0%	\$ 768.56	0%	\$ 768.56
Building Maintenance	Street Dept (Yard)/Sign Shop	\$ 10,637.15	0%	\$ 10,637.15	0%	\$ 10,637.15
Building Maintenance	Tilton Museum	\$ 14,396.70	0%	\$ 14,396.70	0%	\$ 14,396.70
Beryessa Adobe (Planning)	Beryessa Adobe (Planning)	\$ 432.54	0%	\$ 432.54	0%	\$ 432.54
Fire Station #1	Fire Station #1	\$ 6,576.68	0%	\$ 6,576.68	0%	\$ 6,576.68
Fire Station #1	Fire Station #1 Annex	\$ 4,049.23	0%	\$ 4,049.23	0%	\$ 4,049.23
Fire Training/Station #2	Fire Training @ Fire Station #2	\$ 5,054.90	0%	\$ 5,054.90	0%	\$ 5,054.90
Library (Central)	Library (Central) - Night Cleaning	\$ 64,543.55	0%	\$ 64,543.55	0%	\$ 64,543.55
Library (Central)	Library (Central) - Day Porter	\$ 77,660.06	0%	\$ 77,660.06	0%	\$ 77,660.06
Library (Central)	Library (Central) - Extra Porter	\$ 4,435.56	0%	\$ 4,435.56	0%	\$ 4,435.56
Library (Mission Porter)	Library (Mission) - Day Porter	\$ 19,393.80	0%	\$ 19,393.80	0%	\$ 19,393.80
Library (North Side)	Library (Northside) - Porter	\$ 58,726.80	0%	\$ 58,726.80	0%	\$ 58,726.80
Detail Utility Service	Senior Center, Library, City Hall,	\$ 19,800.00	0%	\$ 19,800.00	0%	\$ 19,800.00
Police Department	Police Building	\$ 86,065.84	0%	\$ 86,065.84	0%	\$ 86,065.84
Police Department	Police Building (Porter)	\$ 64,619.53	0%	\$ 64,619.53	0%	\$ 64,619.53
Police Department	Pistol Range	\$ 3,322.57	0%	\$ 3,322.57	0%	\$ 3,322.57
Police Department	Comm. Policing at Riverpark	\$ 4,951.67	0%	\$ 4,951.67	0%	\$ 4,951.67
Senior Center	Senior Center	\$ 64,621.04	0%	\$ 64,621.04	0%	\$ 64,621.04
Traffic Engin./Field Svc	Traffic Engin./Field Svc	\$ 887.11	0%	\$ 887.11	0%	\$ 887.11
Electric 50%	Electric 50%	N/A	0%	N/A	0%	N/A
Electric 50%	Electric 50%	\$ 9,000.90	0%	\$ 9,000.90	0%	\$ 9,000.90
SVP - DVR Power Plant	SVP - DVR Power Plant	\$ 5,261.34	0%	\$ 5,261.34	0%	\$ 5,261.34
SVP - Roberts Street Cogen	SVP - Roberts Street Cogen	\$ 1,300.01	0%	\$ 1,300.01	0%	\$ 1,300.01
Auto Service Offices	Auto Service Offices	\$ 4,745.23	0%	\$ 4,745.23	0%	\$ 4,745.23
Water 65%	Water 65%	N/A	0%	N/A	0%	N/A
Sewer 25%	Sewer 25%	\$ 8,588.01	0%	\$ 8,588.01	0%	\$ 8,588.01
Water Recycling 10%	Water Recycling 10%	N/A	0%	N/A	0%	N/A
Street Dept	Street Dept	\$ 2,940.34	0%	\$ 2,940.34	0%	\$ 2,940.34
Totals		\$ 607,180.37	0%	\$ 607,180.37	0%	\$ 607,180.37

3. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

4. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

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

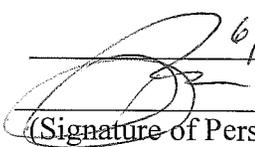
ATTEST:

ROD DIRIDON, JR.
City Clerk

“CITY”

FLAGSHIP FACILITY SERVICES, INC.
A CALIFORNIA CORPORATION

Dated: 6/3/15

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

Name: David Pasek

Title: President

Local Address: 1050 North 5th Street
San Jose, California 95112

Email Address: _____

Telephone: (408) 977-0155

Fax: (408) 977-0165

“CONTRACTOR”

S:\Attorney\AGREEMENTS\Amendments\Amendment No. 1 - Form.doc

Meeting Date: 6-23-15

AGENDA REPORT

Agenda Item # 7B.13

City of Santa Clara, California



Date: June 9, 2015
To: City Manager for Council Action
From: Director of Electric Utility
Subject: Approval of a Call Agreement and Call No. 15-1 for Professional Services with Energy & Resource Solutions, Inc. for Management and Administration of Business Energy Efficiency Public Benefit Programs During Fiscal Year 2015-2016 and 2016-2017

EXECUTIVE SUMMARY:

In accordance with Public Utilities Code (PUC) Section 385 covering Public Benefits Charge (PBC), with the City's Public Benefits Program Policy Statement adopted by Council on May 12, 1998, staff has developed energy efficiency programs to benefit our commercial and industrial customers. There has been a significant increase in pressure in the past several years from the legislature, California Energy Commission, and environmental agencies to boost the level of energy efficiency programs in the municipal utilities. The City is required by state law to expend all PBC funds collected on appropriate energy efficiency, renewable energy, low-income, or new electric technology. For these reasons, we will continue to enhance the business efficiency programs.

In 2014, staff issued a Request for Proposal to renew these services and after review of the proposals received, selected Energy & Resource Solutions (E&RS) to continue as the administrator of the business energy efficiency programs, as well as to assist in the development of new programs and increase customer outreach. Staff requests authorization to renew the Call Agreement with E&RS, and enter into Call No. 15-1 to deliver Public Benefit Program development, management, and administration services for electric department business customers during Fiscal Year 2015-2016 and Fiscal Year 2016-2017, at a cost not to exceed \$2,255,666. A copy of the Call Agreement and Call No. 15-1 with Energy & Resource Solutions, Inc. 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:

SVP energy efficiency and conservation programs provide commercial and industrial customers of Santa Clara with incentives and assistance in purchasing and installing energy efficient equipment. These programs help the City of Santa Clara to implement energy efficiency measures and assist business customers in reducing electric bills and peak energy requirements. This increase in energy efficiency provides benefits for the utility and entire community.

ECONOMIC/FISCAL IMPACT:

The total cost of Call No. 15-1 with Energy & Resource Solutions, Inc. will not exceed \$1,110,333.00 for Fiscal Year 2015/16 and \$1,145,333.00 in future budget appropriations for a total of \$2,255,666.00 over the two year period. Sufficient funds have been budgeted in account 191-1312-87870-[F]94100 beginning July 1, 2015 to meet the FY 2015/16 costs and future appropriations will be managed through the budget process.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, a Call Agreement with Energy & Resource Solutions, Inc., and Call No. 15-1 for Professional Services in an amount not to exceed \$1,110,333.00 in Fiscal Year 2015/16, and \$1,145,333.00 in future budget appropriations for a total of \$2,255,666.00 over the two year period, for Management and Administration of Business Energy Efficiency Public Benefit Programs During Fiscal Year 2015-2016 and 2016-2017.


John C. Roukema
Director of Electric Utility

Certified as to Budget Form: *LF*
191-1312-87870 \$2,255,666.00


Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:


Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) *Call Agreement with Energy & Resource Solutions, Inc.*
- 2) *Call No. 15-1 for Professional Services with Energy & Resource Solutions, Inc.*

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
ENERGY & RESOURCE SOLUTIONS, INC.
for Energy Efficiency Program Management and Energy Audit Services**

PREAMBLE

This call agreement (“Agreement”) is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”) and Energy & Resource Solutions, Inc., a Massachusetts S-corporation, with its principal place of business located at 120 Water Street, Suite 350, North Andover, Massachusetts 01845 (“Contractor”). City and Contractor may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

Whereas:

- A. Contractor agrees to provide certain professional services to City on an on-call basis;
- B. Contractor has the ability and desire to provide the quality and type of professional services which meet the objectives and requirements of City as set forth in this Agreement; and,
- C. The Parties have specified in this Agreement the terms and conditions under which such services will be provided to and paid for by the City.

In consideration for the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT PROVISIONS

1. SCOPE OF SERVICES

- 1.1.** To the extent possible, the professional services to be provided under this Agreement shall be performed in the City of Santa Clara and the services shall be described in detail by the Contractor and submitted in a written proposal to the City (“Services”). The Contractor’s final proposal will be included as an exhibit entitled, “Scope of Services” attached to a subsequent agreement between the Parties referred to in this Agreement as a “Call” or a “Call for Services.” Each Call will incorporate the terms of this Agreement by reference and must be signed by both Parties. Contractor agrees to provide professional services to the City as specified in each respective Call, to the extent funds have been authorized by the City.
- 1.2.** No Services shall be performed or paid for under this Agreement except as specifically set forth and required in a written Call. No compensation may be sought under this Agreement for work performed prior to the issuance of a Call or for work to be performed or paid for under another contract. No compensation shall be paid in excess of the maximum dollar amount indicated in each respective Call for Services.

- 1.3. The Parties acknowledge that on the Effective Date of this Agreement, they are unaware of the details of all of the services which may be needed by City or provided by Contractor during the term of this Agreement. The Parties intend to specify the details and value of such Services in a subsequent Call, if any. This Agreement does not require that any Call(s) be signed. The Parties intend to provide the details of the contractual relationship between the Parties in this Agreement, so that by incorporating the terms of this Agreement in the Call(s), the Call may be brief and address the specific Services to be provided, the details of the time when the Services are to be provided and the schedule and amount the Contractor is to be paid for such Services.

2. PAYMENT

- 2.1. **Not to Exceed Maximum Amount.** The total amount billed to, and paid by, City for Services provided and authorized expenses incurred under a Call shall not exceed the maximum dollar amount specified in the Call. Contractor shall complete all Services contained within the scope of a Call regardless of whether the not to exceed amount has been reached, at no extra charge to the City. However, Contractor shall not perform any Services outside the scope of the Call without prior written authorization when the amount billed for under a Call exceeds the maximum dollar authorized amounts in the Call.
- 2.2. **Monthly Invoices.** Unless provided otherwise in a particular Call, payment to Contractor shall be in accordance with the procedures in this paragraph 2.2 and in paragraph 2.3. On a monthly basis, Contractor shall prepare an invoice which includes an itemization of all time spent based on the percent of Services complete, as well as any Authorized Expenses incurred (i.e., Out-of-Pocket Costs, Sub-contracted Services and/or Extraordinary Expenses).
 - 2.2.1. If a particular Call directs that an invoice be presented in a format of a time sheet rather than as a percentage of Services completed, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours), the name of the employee performing the task and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Services shall then be determined by adding the value for the Services rendered by each employee for that particular month.
 - 2.2.2. All monthly invoices shall also include a written itemization of the Authorized Expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred.
 - 2.2.3. Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.

2.2.4. Within thirty (30) days of receipt of an itemized written invoice from the Contractor, City shall pay Contractor the amount billed for Services performed and authorized costs incurred under the Call during that billing period.

2.3. **Authorized Expenses.** The amount billed for Services shall be determined as set forth in paragraph 2.2 above plus the following amounts, if allowed under the Call:

2.3.1. **“Out-of-Pocket Costs”.** Contractor’s Out-of-Pocket Costs are those expenditures made by Contractor, other than employees’ salaries and payment for Services of retained specialists, which are directly chargeable to the Services performed and which would not otherwise have been incurred by Contractor. Unless otherwise provided, the Out-of-Pocket Costs must be approved in writing in advance by City and may be billed to the City and reimbursed to the Contractor only as specifically authorized and set forth in each respective Call. Authorized Out-of-Pocket Costs shall be billed without additional markup or administrative charge;

2.3.2. **Per Diem.** A Call will state whether or not it includes an estimate for anticipated travel expenses. If the Call does not include an estimate for anticipated travel, then the provisions of this paragraph shall apply. A Party’s travel expenses include airfare, rental car, or mileage, lodging and meals. The Party who is receiving the services pursuant to a particular Call, is the Reimbursing Party. Prior to incurring any charge for travel, the Party planning to travel (“Traveling Party”) shall (1) confirm that the Reimbursing Party is available for meetings on the proposed dates and (2) provide (either verbally or by facsimile) a price quote to the Reimbursing Party for the anticipated airfare prior to the charge being incurred, the Reimbursing Party shall either verbally or by facsimile confirm that the airfare may be incurred; in the event that the Reimbursing Party verbally confirms that the airfare may be incurred, the Traveling Party *shall* confirm in writing (prior to incurring the charge) that the Reimbursing Party has agreed to the charge. All travel expenses shall be reimbursed at cost, with no mark-up. Hotel rooms shall not exceed a cost of \$125 per night unless otherwise agreed by Reimbursing Party. Airfare and car rentals shall be reimbursed at economy class, unless economy class is unavailable through no fault of the booking party. Mileage, if applicable, shall be reimbursed in accordance with the current IRS guidelines for mileage reimbursement. Reasonable attempts shall be made to make plane reservations in advance in order to take advantage of lower fares. In the event that travel plans must be canceled or re-scheduled due to the fault of the Reimbursing Party, then the Reimbursing Party shall pay for any costs associated therewith; if the travel is canceled or re-scheduled due to the fault of the Traveling Party, then the Traveling Party shall bear the expense. Invoices for travel expenses shall be supported by receipts, and shall be reimbursed in accordance with paragraph 2.2.1. Meals, if reimbursed, shall not exceed fifty dollars (\$50) per day.

2.3.3. Any authorized "Sub-contracted Services" incurred by Contractor. Authorized Sub-contracted Services are services provided by a retained specialist or sub-contractor and may be billed to City only if specifically described and authorized in a Call. (Retained specialists and sub-contractors shall include individuals or organizations offering qualified special services to City who are particularly skilled in one or more fields and who may be occasionally employed by the Contractor to fill the need for special or unusual services. Unless otherwise provided, the cost of furnishing such special services must be approved in writing in advance by City and the costs billed to City and reimbursed to the Contractor shall be only the actual charges of the retained specialist or sub-contractor, without additional markup or administrative charge); and/or,

2.3.4. Any other authorized "Extraordinary Expenses" incurred, if any, as set forth in the Call. Authorized Extraordinary Expenses shall be billed without additional markup or administrative charge.

2.4. Retainer or Flat Fee for Services. The Parties to this Agreement may, from time to time, determine that payment for a certain Scope of Services set forth in a Call pursuant to this Agreement should be made to Contractor on a retainer or flat fee for Services basis ("Stipulated Fee"). If the Parties so agree, then the provisions of this paragraph and the provisions of paragraph 2.2.1 shall apply, unless the Call provides otherwise. The Call shall set forth the maximum monthly or annual fee agreed to by the Parties as it relates to any Agency Fee or to any Out-of-Pocket Costs, and Contractor shall not exceed the amount(s) agreed to without written approval of City. The maximum Agency Fee agreed upon by the Parties is deemed to fully compensate Contractor for all work necessary for Contractor to complete the Scope of Work set forth in a Call.

3. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, to audit Contractor's books and records for the purpose of verifying any and all charges made by Contractor in connection with Contractor's compensation under Calls made pursuant to this Agreement, including termination of Contractor's Services. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expense not so recorded shall be disallowed to Contractor.

4. 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.

5. PROSECUTION OF WORK

Contractor shall perform the Services required under this Agreement and the Call(s) made pursuant to it in an efficient and expeditious manner. Contractor shall commence work on the Effective Date specified in the applicable Call. Contractor is responsible for any delays caused by Contractor, its agents or subcontractors, or caused by factors directly or indirectly under its control. No extension of time for performance shall be given for such delays.

6. QUALIFICATIONS OF CONTRACTOR; STANDARD OF WORKMANSHIP

Contractor represents that it has sufficient qualified personnel to furnish the Services described under this Agreement and that the Services will be furnished in accordance with generally accepted professional standards and practices in the industry.

The work furnished to the City pursuant to any of the Calls under this Agreement shall be of a quality acceptable to the City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct. The minimum standard of appearance, organization and content of the documents shall be that used by the City for similar projects.

7. SUSPENSION OR TERMINATION

City may suspend or terminate this Agreement or any or all work covered under any Call under this Agreement at any time upon thirty (30) days' prior written notice. Contractor may terminate this Agreement as set forth in paragraph 6.4. Said termination or suspension shall be effective as of the thirtieth day after the date of the notice ("Effective Date of Termination"). This Agreement, and any portion of the Scope of Services described in any Call including but not limited to any specific task, project, study, advertisement or campaign, may be terminated by the City upon written notice delivered personally or by registered mail or equivalent mail or delivery service which provides for an office signature of receipt. With regard to termination of any portion of the Scope or any specific task, termination will be effective immediately, unless economic or practical considerations result in the Parties mutually agreeing to a specific termination date.

7.1. If such termination is due to the fault of Contractor, and if City agrees to make payment for all work and Services satisfactorily rendered up to the Effective Date of Termination, payment will be made within thirty (30) days of receipt of a statement for work and Services performed. Contractor shall immediately take proper steps to effect City's instructions, canceling any commitments previously authorized by City, if City so requires. City may deduct from such payment the amount of actual damage, if any, sustained by City by virtue of the failure to perform the Services or for breach of this Agreement by Contractor.

7.2. If such termination is not due to the fault of Contractor, then City agrees to make payment for all work and Services rendered up to the Effective Date of Termination within thirty (30) days from receipt of a statement for work and Services performed. Contractor shall immediately take proper steps to effect City's instructions, canceling any commitments previously authorized by City, if City so requires. City shall

reimburse Contractor for any costs, expenses or service charges incurred by Contractor as a result of canceling previously authorized outsourced services.

7.3. Upon termination of this Agreement, Contractor shall transfer, assign and make available to City or City's representative, all property and materials in Contractor's possession belonging to and paid for by City.

7.4. Contractor may suspend or terminate this Agreement upon completion of work on all outstanding Call(s). Contractor may terminate work under a particular Call if the City is in default of the terms of this Agreement or any Call.

8. AVAILABILITY OF FUNDS

City represents that adequate funds will be available to make payments for Services received as required by each Call.

9. CONTRACTOR IS AN INDEPENDENT CONTRACTOR

In performing work under this Agreement, Contractor is not an agent or employee of City, but is an independent contractor for professional Services with full rights to manage its employees subject to the requirements of the law. All persons employed by Contractor in connection with this Agreement will be employees of Contractor and not employees of City in any respect.

10. AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties.

11. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissioners, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost and/or expense or damage ("Claim"), including all costs and reasonable attorney's fees in providing a defense to any such Claim which arises from Contractor's acts, errors or omissions with respect to, or in any way connected with, the prosecution of the work performed by Contractor pursuant to this Agreement.

12. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall be three (3) years, beginning on the Effective Date and terminating three years later. However, this Agreement shall be deemed extended for such time as is necessary for Contractor to complete work on any Call which is issued prior to the termination date of this Agreement, but is still in progress on the termination date of this Agreement. Any incomplete Call(s) which have been issued pursuant to the terms of a previous agreement between the Parties is/are hereby reaffirmed and each such Call shall remain in full force and effect under this Agreement, subject to the terms of such Call.

13. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any period following the termination date as set forth in this Agreement, Contractor shall provide and maintain in full force and effect the following insurance policies:

- 13.1.** commercial general liability (including bodily injury and property damage);
- 13.2.** business automobile liability insurance;
- 13.3.** worker's compensation employer's liability; and
- 13.4.** if applicable, professional liability insurance.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts and with the required endorsements, certificates of insurance and coverage verifications as defined in Exhibit C, attached and incorporated by this reference. Contractor shall make its best effort to secure, and thereafter maintain in effect, such insurance policies. In the event that any required insurance policy expires or is terminated for any reason, Contractor agrees to replace the policy prior to any lapse in coverage. In the event any policy required under this Agreement is allowed to lapse, City may, in its sole discretion, elect to purchase the required insurance policy and the cost of such policy shall be charged to Contractor or withheld from the payments due to Contractor from City under this Agreement.

CONTRACTOR AGREES THAT, PRIOR TO EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE ITS INSURANCE BROKER WITH A COPY OF THIS PAGE OF THE AGREEMENT AS WELL AS WITH A COMPLETE COPY OF EXHIBIT C, AND WILL OBTAIN ASSURANCE FROM ITS CARRIER THAT ITS INSURANCE CARRIER WILL PROVIDE: (1) THE EXACT COVERAGES IN THE REQUIRED DOLLAR AMOUNTS STATED THEREIN, (2) AN ENDORSEMENT NAMING THE CITY OF SANTA CLARA, ITS COUNCIL, EMPLOYEES AND OFFICERS AS ADDITIONAL INSURED ON THE CGL AND BAL, AND (3) AN ACCORD EXPLICITLY STATING THAT "THE CITY OF SANTA CLARA, ITS COUNCIL, EMPLOYEES, AND OFFICERS ARE HEREBY ADDED AS ADDITIONAL INSURED IN RESPECT TO ALL LIABILITIES ARISING OUT OF CONTRACTOR'S PERFORMANCE OF WORK UNDER THIS AGREEMENT" AS REQUIRED BY PARAGRAPH 2 OF EXHIBIT C.

14. OWNERSHIP OF DATA AND INFORMATION

City shall own any written reports or other items deemed deliverables by the respective Call, as well as any documents, data or other information supplied by City to Contractor during the course of this Agreement. Contractor shall deliver said data and information to City whenever requested to do so, but in any event within thirty (30) calendar days of the completion of the task. All material, including information developed on computer(s), which shall include, but not be limited to, data, artwork, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations,

photographs, reports, advertisements, pamphlets, mailers and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City whether or not used, so long as that material has been paid for by the City. City shall not be limited in any way or at any time in its use of said material. City acknowledges that it shall not own any of Contractor's proprietary, confidential or trade secret information, such as formulas, patterns, compilations, programs, devices, methods, techniques or processes through which Contractor derives independent economic value because the foregoing item[s] is not generally known to the public and is the subject of reasonable efforts to maintain its secrecy.

15. CONFIDENTIALITY OF DATA AND MATERIAL

- 15.1.** All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Such data information or reports may be viewed by or distributed to third parties only after prior written approval of City. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.
- 15.2.** Contractor shall take reasonable efforts to safeguard any and all City property entrusted to Contractor's custody or control; however, Contractor shall not be liable to City for any loss, damage, or destruction of any such property unless Contractor's actions constitute negligence or reckless disregard of City's property.
- 15.3.** A Party disclosing information to the other which it considers to be Confidential Information, shall clearly label that information "Confidential" before disclosing it to the other Party. Confidential Information means information which is of a non-public, proprietary or confidential nature belonging to the Disclosing Party, including without limitation, all reports and analyses, technical and economic data, studies, forecasts, trade secrets, research or business strategies, financial or contractual information, gas or coal reserve information, rates, loads, energy requirements, certain sales market information, research, developmental, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, business and process information or data, know-how, and computer programming or other written or oral information. Confidential Information may be in any form whatsoever, including without limitation writings, recordings, electronic or oral data, computer programs, logic diagrams, component specifications, drawings or other media. Only that information disclosed by a Party and clearly designated in writing as Confidential Information prior to its disclosure shall be deemed to be Confidential Information. Verbal information that is intended to be treated as Confidential Information shall be described in writing and identified as Confidential Information.

15.4. Contractor acknowledges that City is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. City acknowledges that Contractor may submit information to City that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that City may submit to Contractor information that City considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement (“Requestor”) for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon as practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it.

15.5. The Receiving Party may cooperate with the Disclosing Party in any efforts to prevent release of the Confidential Information; however, the Receiving Party shall not be required to expend any monies in excess of the cost of notifying the Disclosing Party by telephone, facsimile and/or mail of the pendency of a demand for the Confidential Information. So long as the Receiving Party complies with the provisions of notification set forth in this Agreement, the Receiving Party shall not be liable for, and Customer and City hereby release each other from, any liability for any damages arising from any requirement under the law that the Receiving Party release Confidential Information to a Requestor, and such release includes the officers, commissioners, employees, agents, council members, and directors, as those terms may apply to each Party hereto, without limitation.

15.6. The Receiving Party may, at its sole expense, institute, or intervene in any proceeding, in order to protect the Confidential Information from disclosure, and if the Disclosing Party requests and agrees in writing to indemnify the Receiving Party from any expense or liability for expenses, the Receiving Party may cooperate actively in any such action or proceeding; provided, however, that the Receiving Party shall have no duty to the Disclosing Party to actively cooperate, notwithstanding an offer by the Receiving Party to provide a complete indemnity.

16. CORRECTION OF WORK

The performance of Services by Contractor shall not relieve Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to City.

17. NOTICES

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

City of Santa Clara – Electric Department
1500 Warburton Avenue
Santa Clara, California 95050,
or by facsimile at (408) 244-2990

and to Contractor addressed as follows:

Mary McElhiney
Energy & Resource Solutions, Inc.
120 Water Street, Suite 350
North Andover, MA 01845
or by facsimile at (978) 521-4588

18. CHANGES

City may, from time to time, request changes in the “Scope of Services” to be performed pursuant to a Call issued under this Agreement. Such changes, including any increase or decrease in the amount of Contractor’s compensation, which are mutually agreed upon by and between City and Contractor, shall be incorporated in written amendments to the Call, or included in a subsequent Call.

19. CONTRACT FOR ADMINISTRATIVE SERVICES

To the extent that this Agreement is a contract authorizing Calls to be made for Administrative Services, the City Council entered into such Agreement upon the recommendation of the City Manager pursuant to Section 1108 of City’s Charter. The policy decision with respect to the Services to be provided under this Agreement was made exclusively by the City Council.

20. SUB-CONTRACTING AND ASSIGNMENT

Except as specifically provided in this Agreement, the City intends that the work described in each Call must be performed by the Contractor and not by a subcontractor or agent of the Contractor. Contractor shall not assign any interest in this Agreement, or any Call issued pursuant to this Agreement, and shall not transfer any interest in same (whether by assignment or novation) without prior written approval of City. Inclusion of a subcontractor in a proposal attached to a Call, once signed by the City, constitutes written approval.

However, claims for money due to or to become due to Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to City. In case of the death of one or more members of Contractor’s firm, the surviving member or members shall complete the Services covered by this Agreement or

any incomplete Call. Any such assignment shall not relieve Contractor from any of its obligations or liability under the terms of this Agreement.

21. OTHER AGREEMENTS

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

22. TOTALITY OF AGREEMENT

This Agreement embodies the entire Agreement between City and Contractor and all the terms and conditions agreed upon by the Parties to this Agreement. No other understanding, agreements, conversations, oral or otherwise, with any officer, agent, or employee of the City prior to the execution of this Agreement, regarding the subject matter of this Agreement shall affect or modify any of the forms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding on either Party to this Agreement.

23. SERVICE WARRANTY

Contractor warrants that Services provided hereunder shall conform with the generally accepted professional practices and standards appropriate to the nature of the Services rendered, that the personnel furnishing said Services shall be qualified to perform the Services assigned to them and that the recommendations, guidance and performance of such personnel shall meet the standard of care normally practiced by engineers or contractors performing the same or similar Services. Contractor shall be required to correct, at no expense to City, all deficiencies in the performance of the contract service that results from Contractor's failure to observe and adhere to the above warranty and which are detected within one (1) year from the date of completion of the Services. Work performed under this warranty shall also be warranted for a one (1) year period from the date of completion of such work. Contractor shall be required to reimburse City for all misexpenditure of funds resulting from Contractor's deficient performance of its Services.

24. DISPUTE RESOLUTION

Any documented dispute between the Parties which arises during the performance of this Agreement and which the Parties cannot then resolve, shall be subject to the following administrative remedy prior to any litigation occurring between the Parties.

24.1. Internal Resolution. Both Parties shall attempt to resolve any controversy claim, problem or dispute arising out of, or related to, this Agreement through good faith consultation in the ordinary course of business. In the event that any problem or dispute is not resolved, by the project managers of each Party, either Party may upon written notice to the other request that the matter be referred to senior management officials within each respective organization with express authority to resolve the problem or issue. Such representatives shall meet or confer at least once in good faith, to negotiate a mutually acceptable resolution within ten (10) business days of

such written notice. If the parties cannot reach a mutually agreeable resolution, then the dispute or issue shall be submitted to mediation within thirty (30) calendar days of the written request of one Party after the service of that request on the other Party.

- 24.2. Notice.** A Party with claims arising under this Agreement shall, within thirty (30) days of knowledge of said claim, begin the process of exhausting all administrative remedies, as well as any other administrative remedies required by law. If the final decision or outcome of any administrative proceeding is unacceptable to a Party, then within thirty (30) days of the date of that final decision, the dissatisfied Party shall give written notice (certified mail-return receipt requested) to the other Party of the issues it deems outstanding that must be submitted to mediation (Request for Mediation).
- 24.3. Mediation.** Any controversies between City and Contractor regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, except those for which the appropriate remedy should be injunctive relief shall be mediated within sixty (60) days of the date on the written Request for Mediation, or the soonest date thereafter that the mediator is available.
- 24.4. Mediator.** Within twenty (20) days or less of the written Request for Mediation, the Parties shall agree on one mediator. If they cannot agree on one mediator within such twenty-day period each Party shall list the names of three (3) potential mediators affiliated with the Judicial Arbitration and Mediation Service (“JAMS”) and shall supply them to the Party demanding the mediation. The Party demanding the mediation shall merge the names of all the potential mediators into a single list, not indicating which Party submitted the name. On that same date as all names are received by the demanding Party, the Parties shall jointly sign a letter directed to the San Jose office of JAMS, requesting that JAMS appoint a mediator from the enclosed list. If a Party refuses or fails to submit three (3) names within the three day period to the Party preparing the letter, then the letter shall be sent on the fifth day without input from the Party failing to submit names. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- 24.5. Costs.** The costs of mediation shall be borne by the Parties equally.
- 24.6. Discovery.** If, during any dispute between the Parties, a demand is made by Contractor for documents under the Public Records Act, the City shall have reciprocal rights to demand documents from Contractor.
- 24.7. Condition Precedent to Filing Suit.** Except as provided in Article 23.3, mediation under this section is a condition precedent to a Party filing an action in any court, unless that Party has made demand for mediation and the other Party has failed or refused to engage in mediation. In the event of litigation arising out of any dispute related to this Agreement, the Parties shall each pay their respective attorneys fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

24.8. Work Through Disputes. If the City and the Contractor are unable to reach agreement on disputed work, the Contractor shall nevertheless proceed with the disputed work, and Payment therefore shall be as subsequently determined pursuant to this Article.

25. CAPTIONS

The captions of the various paragraphs of this Agreement are for convenience or record only, and shall not be considered or referred to in resolving questions or interpretations.

26. APPLICABLE LAW

Any dispute regarding this Agreement, including without limitation, its validity, interpretation, performance, enforcement and damages shall be determined in accordance with the laws of the State of California without regard to California's choice of law principles.

27. 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.

28. NO PLEDGING OF CITY'S CREDIT

Under no circumstances shall Contractor have the authority or power to pledge the credit of the City of Santa Clara, or to incur any obligation in the name of the City without City's prior written agreement or confirmation. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor or its subcontractors under this Agreement. Contractor agrees to obtain City's approval of all expenditures in connection with any materials to be purchased, projects to be performed, advertising to be placed, work to be "outsourced" or other items or Services which will or might be charged to the City. Such approval, if verbal, shall be confirmed by the City in a written letter sent via facsimile and U.S. mail to Contractor in accordance with the terms of this Agreement.

29. USE OF CITY NAME OR LOGO

Contractor shall not use City of Santa Clara's or Silicon Valley Power's name, insignia, trademark, logo or distribute exploitative publicity pertaining to the Services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of City.

30. MONITORING AND EVALUATION OF SERVICES

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accordance with applicable City, county, state and federal requirements. If, in

the course of monitoring and evaluation, City believes it has discovered any practice, actions, procedure or policy of Contractor which deviates from the terms of this Agreement, City may notify Contractor in writing and Contractor agrees to respond in writing to City within seven (7) calendar days regarding such action, procedure or policy. However, if any action of Contractor constitutes a breach of this Agreement, City may notify contractor in writing that the Agreement has been terminated pursuant to the provisions set forth in this Agreement.

31. 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.

32. SEVERABILITY CLAUSE

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

33. WAIVER

Waiver by a Party of any one or more of the conditions of performance under this Agreement shall not be construed as a subsequent waiver(s) of that condition or of any other condition of performance under this Agreement. No delay in exercising, partial exercise, or complete failure to exercise any right, power, or privilege under this Agreement shall operate as a waiver.

34. CONFLICT OF INTEREST

Contractor certifies that to the best of its knowledge, no City employee or officer of any public agency has any pecuniary interest in the business of Contractor and that no person associated with Contractor has any interest that would conflict in any manner or degree with the performance of this Agreement. Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which constitute a violation of said provisions. Contractor will advise City if a conflict arises.

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35. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored by, prepared by, or drafted by, any particular party, and that the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in the resolution of disputes.

36. COMPLIANCE WITH ETHICAL STANDARDS

As a condition precedent to entering into this Agreement, Contractor shall:

- 36.1.** Read Exhibit A, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA" incorporated by this reference; and,
- 36.2.** Execute the affidavit included in Exhibit B, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS" incorporated by this reference.

(Continued on Page 16 of 16)

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37. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Agency 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, Agency 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 Agency'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:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

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

ATTEST:

ROD DIRIDON, JR.
City Clerk

"CITY"

ENERGY & RESOURCE SOLUTIONS, INC.
a Massachusetts S-corporation

Date: 5/18/15

By: 
GARY EPSTEIN

Title: President

Address: 120 Water Street, Suite 350
North Andover, MA 01845

Telephone: (978) 521-2550 x225

Fax: (978) 521-4588

"CONTRACTOR"

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
ENERGY & RESOURCE SOLUTIONS, INC.**

EXHIBIT A

**ETHICAL STANDARDS FOR CONTRACTORS
SEEKING TO ENTER INTO AN AGREEMENT WITH
THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts

- A. City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or sub-contract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City Contractor or sub-contractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the

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

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

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. City may also terminate this Agreement in the event any one or more of the following occurs:
1. If City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with city, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code [11 U.S.C.], as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
ENERGY & RESOURCE SOLUTIONS, INC.**

EXHIBIT B

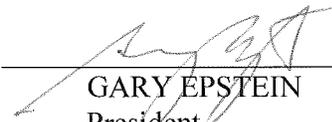
**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS
[CITY OF SANTA CLARA]**

I, Gary Epstein, being first duly sworn, depose and say that I am the President of Energy & Resource Solutions, Inc. and I hereby state that I have read and understand the language, entitled "*ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA*" (herein "Ethical Standards") set forth in Exhibit A. I have authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records and I have made inquiry of those individuals potentially included within the definition of "Contractor" contained in the Ethical Standards.

Based on my review of the appropriate documents and the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to a category identified in footnote #1 of Exhibit A [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in Exhibit A within the past five (5) years. The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

Energy & Resource Solutions, Inc.

By:



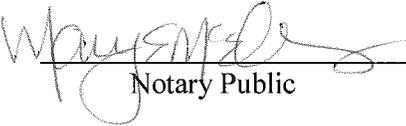
GARY EPSTEIN
President

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)
) SS.:
COUNTY OF)

On the 18 day of May in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Epstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the document.


Notary Public



MARY E. MCELHINEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 26, 2020

**CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
ENERGY & RESOURCE SOLUTIONS, 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 provide 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, 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. 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.

**CALL NO. 15-1
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY ENERGY & RESOURCE SOLUTIONS, INC.**

The Parties to this Call No. 15-1 ("Call") agree that this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Energy & Resource Solutions, Inc.," of the same date, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Energy & Resource Solutions, Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Business Energy Efficiency Program Administration Services" dated May 4, 2015 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on July 1, 2015 and ending on June 30, 2017. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed two million two hundred fifty five thousand six hundred sixty six dollars (\$2,255,666), subject to budgetary appropriations.

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 Call as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Call. It is the intent of the Parties that this Call 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

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

ATTEST:

ROD DIRIDON, JR.
City Clerk

"CITY"

ENERGY & RESOURCE SOLUTIONS, INC.
a Massachusetts s-corporation

Date: 5/18/15

By: _____

GARY EPSTEIN

Title: President

Address: 120 Water Street, Suite 350
North Andover, MA 01845

Telephone: (978) 521-2550 x225

Fax: (978) 521-4588

"CONTRACTOR"

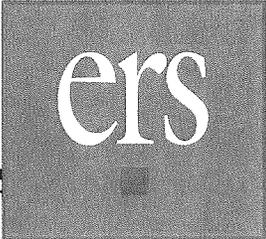
Statement of Work

Business Energy Efficiency Program
Administration Services

Prepared for

City of Santa Clara's Electric
Department

Silicon Valley Power

The logo for Energy & Resource Solutions (ers) consists of the lowercase letters 'ers' in a white, serif font, centered within a dark gray square.

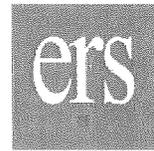
energy & resource
solutions

California Regional Office:
152 North Third Street, Suite 520
San Jose, CA 95112

Corporate Headquarters:
120 Water St., Suite 350
North Andover, Massachusetts 01845
(978) 521-2550
Fax: (978) 521-4588

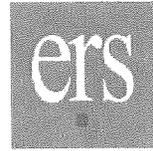
May 4, 2015

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Statement of Work for Business Energy Efficiency Program Management Services



1 OVERVIEW

ERS currently provides energy audit and rebate management services for the business energy efficiency programs provided by the City of Santa Clara's electric utility, Silicon Valley Power (SVP). The following sections provide the statement of work for continued management of SVP's business energy efficiency programs.

This statement of work details the ERS proposed scope of services for the 2015 and 2016 fiscal years.

2 STATEMENT OF WORK

ERS will provide the following services:

- Program administration** of SVP's standard and custom rebate programs, including general customer service
- Field services** for customer outreach, standard energy audits, project site inspections, and project verification
- Customer services** to assist customers with identifying and implementing energy efficiency measures, understanding program offerings, and proactively developing relationships that result in increased customer satisfaction and program participation
- Ad hoc services** for providing technical assistance not covered under the above services. Services include, but are not limited to, custom energy audits for SVP's large customers.

2.1 Program Administration

ERS will administer the program to maximize energy savings and customer satisfaction. We will process and track program rebate applications and provide monthly reports on program status. ERS will process program rebate applications by:

- Reviewing application documentation for completeness and adherence to eligibility rules
- Assisting applicants with completing forms and understanding program requirements
- Processing approved applications and forwarding them to SVP for rebate payment
- Populating and maintaining a program database that tracks project status and other key information
- Tracking outreach activities and outcomes

- ❑ Reviewing project reports for third-party programs to verify that the technical assumptions and estimated energy savings are reasonable and appropriately documented. ERS will also assist program providers with completing applicable rebate forms.
- ❑ Maintaining and regularly updating a program procedures manual that includes detailed steps for the application processing and rebate tracking

2.2 Field Services

ERS will provide the following program services to ensure customer participation in SVP's energy efficiency programs and to verify that customers have implemented cost-effective and sustainable energy-saving measures:

- ❑ **Program promotion and customer outreach** – ERS will maximize program participation by:
 - Working with the SVP's public benefits program manager and SVP key customer representatives to promote program services directly to customers. This may include site visits, meetings, telephone customer assistance, technical assistance and advice, and energy audits.
 - Conducting trade association outreach – ERS will maintain a list of trade associations for engaging and informing vendors and customers regarding SVP program offerings. ERS will maintain a calendar of events and assign staff for attendance. ERS will identify which of the targeted associations provide the best opportunity for engaging customers and vendors through program presentations. ERS will approach selected association organizers to arrange a spot on the appropriate agendas for presenting SVP business energy efficiency program rebates and services.
 - Conducting targeted outreach initiatives to promote customer-specific measure opportunities, disseminate program information, and gather customer information to help inform future outreach campaigns. Outreach campaigns targeting medium-sized business customers will be conducted and will generally consist of door-to-door, telephone, or email customer contact. ERS will provide program rebate forms and letters that provide a tailored message and set of measures most applicable to the targeted group.
 - Maintaining relationships with trade allies such as contractors, equipment suppliers, and energy service providers to leverage their customer marketing and outreach into increased program participation. This effort includes ad hoc training sessions for contractor trade allies, such as training lighting contractors on the use of the SVP lighting rebate calculator. It also includes assisting SVP with the development of program flyers designed for distribution by trade allies.

- Providing comprehensive services and assistance to small businesses through the Small Business Efficiency Services Program. In addition, ERS will work with trade allies to target potential program participants as well as seek other opportunities to increase customer enrollment.
- ❑ **Energy audits** – ERS will provide standard and benchmark energy audits for SVP customers. Energy audits are defined as energy efficiency surveys or assessment studies that are designed to maximize customer implementation rates of energy efficient measures.
- ❑ **Site inspections** – ERS will conduct pre- and post-project inspections to ensure that projects have been installed and commissioned in a manner that will produce sustainable energy savings. As part of our inspection activities, ERS will assess project installations, ensure that projects comply with program requirements, and verify the projects' energy savings performance.

For third-party programs ERS will inspect a sample of projects to verify that they were implemented as reported by the program providers.

Pre- and post-inspection procedures are outlined in the program procedures manual.

2.3 Customer Services

To help ensure customer satisfaction, ERS will provide proactive and timely support to customers interested in participating in SVP's energy efficiency programs. We will deliver unbiased information and develop thoughtful and appropriate solutions to assist customers with overcoming barriers to the implementation of energy cost-saving measures at their facilities. To that end, ERS will provide the following support services:

- ❑ **Program inquiries** – ERS will respond to inquiries from customers and their energy service providers regarding program rules and procedures. We will explain program details, eligibility rules, and the application process and provide technical advice and links to technical resources. When applicable, we will direct customer inquiries not related to energy efficiency programs to the appropriate SVP personnel.
- ❑ **Application assistance** – ERS will assist customers and their energy service providers with completing program application forms. We will help ensure that the customer has correctly completed the form and provided all necessary supporting documentation and information.
- ❑ **Technical assistance** – ERS will provide support and technical assistance to help customers during their decision-making process and to help move customer projects toward implementation. We will provide telephone and on-site support to discuss project details and help assess project energy savings potential, and we will also provide customers with design

assistance to help ensure that energy efficiency is incorporated into the project's planning and development stages.

- ❑ **Project measurement and verification** – For the custom measure programs, ERS will assist customers in developing a project measurement and verification plan that substantiates the project's estimated energy savings.

2.4 Ad Hoc Services

ERS will provide supplemental technical and customer assistance services to support SVP programs. As part of the ad hoc services, ERS will conduct custom energy audits for large businesses, which are generally defined as customers with a peak demand greater than 1 MW or energy consumption greater than 30 kWh per square foot of building area. All custom energy audits must be preapproved by SVP. Ad hoc services may also comprise program outreach activities beyond those included under fixed-fee services or customer technical assistance studies.

3 COMPENSATION FOR FY2015

Fees for services will be a combination of fixed and variable fees, with a not-to-exceed contract price of \$1,110,333. The pricing matches the renewal option offered in our statement of work for the 2014 program year. Table 3-1 shows the summary of these fees.

Table 3-1. Price Summary – FY2015

Description	Price
Fixed fee services	\$890,000
Ad hoc services	\$120,000
Performance incentive	\$100,333
Total NTE price	\$1,110,333

3.1 Fixed-Fee Services

Program administration, field services, and customer services will be billed on a fixed-fee-per-month basis. Table 3-2 lists the monthly unit prices for the contract period of July 1, 2015, through June 30, 2016.

Table 3-2. Monthly Fixed Fees

Task	Service Category	Price
1	Program administration	\$7,239
2	Field services	\$38,537
3	Customer services	\$28,391
Total		\$74,167

The price for 12 months of fixed-fee services is \$890,000.

3.2 Ad Hoc Services

Ad hoc services will be priced using either time-and-material or fixed-fee pricing with a total not-to-exceed amount. The proposed services and costs will be submitted to SVP for approval before any work is performed. The pricing will be based on the ERS labor rates provided in Table 3-3.

For custom energy audits, a proposed scope of work and price will be submitted to SVP for approval. Should SVP opt to require a customer copayment, customer approval will also be obtained before any work commences.

Table 3-3. ERS Hourly Labor Rates

Staffing Direct Labor	Hourly Rate	Hourly Rate
	FY2015	FY2016
Officer/Principal Consultant	\$240	\$245
Director	\$205	\$210
Senior Engineer/Consultant	\$165	\$170
Project Engineer II, Project Consultant II	\$150	\$155
Project Engineer I, Project Consultant I	\$135	\$140
Energy Analyst	\$120	\$125
Administrative Staff	\$90	\$95

3.3 Performance Incentive

ERS will be paid a performance incentive for energy savings from completed projects. Table 3-4 provides the performance incentive rate, energy savings goals, and corresponding total incentive by customer size category. In order to promote the realization of goals within each category, incentive payments will be capped at 120% of each category's savings goal. Total incentive payments are capped at \$100,333. Energy savings goals are gross savings before any net savings impacts are applied. Energy savings counted towards achieving goals include all business energy efficiency program projects completed in the program year, including third party program completed projects.

Table 3-4. Performance Incentives

Customer Category	Gross Savings Goal (MWh)	Incentive Rate (\$/MWh)	Performance Incentive
Small customers (less than 200 kW)	4,500	\$3.35	\$15,075
Medium customers (201–999 kW)	6,000	\$3.35	\$20,100
Large customers (1 MW and greater)	19,450	\$3.35	\$65,158
Totals	29,950		\$100,333

4 COMPENSATION FOR FY2016

For the contract period of July 1, 2016 through June 30, 2017, ERS will provide the same services at the price shown in Table 3-5. Additional or revised services will be priced as needed.

Table 3-5
Price Summary: FY2016

Description	Price
Fixed Fee Services	\$925,000
Ad Hoc Services	\$120,000
Performance Incentive	\$100,333
Total NTE Price	\$1,145,333

The combined total not-to-exceed price for the 2015 and 2016 fiscal years is \$2,255,666.

Meeting Date: 6-23-15

AGENDA REPORT

Agenda Item # 7B.14

City of Santa Clara, California



Date: June 2, 2015

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of an Agreement for the Performance of Services with Intertie Energy Market Solutions LLC for Front, Middle and Back Office System Reporting Support for the Electric Department's Power Trading Division

EXECUTIVE SUMMARY:

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), currently utilizes ACES as their Power Trading and Scheduling software tool. Jonathan Trimm is the original developer of this product, and has now gone into business for himself under Intertie Energy Market Solutions LLC. Mr. Trimm's sole knowledge and expertise of this platform is unique and specialized, and staff is proposing to enter into a one year Agreement for the Performance of Services with Intertie Energy Market Solutions LLC (IEMS) to manage ACES modeling, validation and reporting. This will also allow SVP to receive support for existing applications and upcoming applications required by an ever-changing market. A copy of the Agreement for the Performance of Services with Intertie Energy Market Solutions LLC, 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:

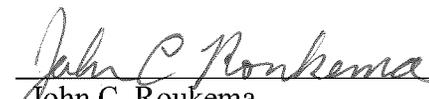
SVP requires the ACES Scheduler in order to conduct its trading business. With the ever-changing Energy Market, Intertie Energy Market Solutions LLC provides the vast knowledge and expertise of both the Market and the software necessary for Power Trading, Scheduling and Regulatory Reporting.

ECONOMIC/FISCAL IMPACT:

The total cost of this Agreement will not exceed \$234,300.00. Sufficient funds have been budgeted for FY 2015/16 in the Electric Department Contractual Services/Non Classified account, 091-1358-87870-[F]92300.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, an Agreement for the Performance of Services with Intertie Energy Market Solutions LLC, in an amount not to exceed \$234,300.00, for front, middle and back office system reporting support for the Electric Power Trading Division.


 John C. Roukema
 Director of Electric Utility

Certified as to Budget form: OK-LF
 Account No. 091-1358-87870 \$234,300.00


 Gary Ameling
 Director of Finance/Assistant City Manager

APPROVED:

 Julio J. Fuentes
 City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) *Agreement for the Performance of Services with Intertie Energy Market Solutions LLC*

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
INTERTIE ENERGY MARKET SOLUTIONS, LLC.**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Intertie Energy Market Solutions, LLC., a California limited liability corporation, with its principal place of business located at 500 Cathedral Drive #307 Apts, California 95001 (“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 one (1) year from the 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 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.

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 provide 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) 261-3012

And to Contractor addressed as follows:

Intertie Energy Market Solutions, LLC.
500 Cathedral Drive #307
Aptos, California 95001
or by facsimile at (831) 678-9069

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. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor 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, Contractor 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 Contractor's responsibilities under the Act.

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. 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) 241-6771

"CITY"

INTERTIE ENERGY MARKET SOLUTIONS, LLC.
a California limited liability corporation

Date:

May 21, 2015

By:

Jonathan Trimm

JONATHAN TRIMM

Title: President

Address: 500 Cathedral Drive #307
Aptos, California 95001

Telephone: (831) 345-1621

Fax: (831) 687-0969

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
INTERTIE ENERGY MARKET SOLUTIONS, LLC.**

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, "data modeling and related services to meet Silicon Valley Powers power scheduling, settlements, regulatory reporting and business forecasting needs" dated February 6, 2015, which is attached to this Exhibit A.

Jonathan Trimm, PhD
Intertie Energy Market Solutions, LLC
500 Cathedral Drive #307
Aptos, CA 95001

Power Trading and Scheduling Services, 2015-2016

Intertie Energy Market Solution's will provide the following software maintenance, data modeling and related services to meet SVP's power scheduling, settlements, regulatory reporting, and business forecasting and optimization needs:

- Manage Upgrades and Migrations of Power Trading and Scheduling Software
- Update Scheduling, Back Office, and Mid-Office Reporting and Settlements Systems
- Data Modeling for Emerging Power Trading, Scheduling, and Regulatory Reporting requirements
- Business Analysis
- Project Management

1. Manage Upgrades of ACES Power Trading and Scheduling Software to New Platform

- Coordinate trials/feasibility studies/gap analysis for migrating from the forte-based ACES power scheduling application to NCPA's web-based PAGES power scheduling application
- Pending outcome of above studies, some combination of the following:
 - Manage Transition from Forte-based ACES 12.4.7 to most recent version of Java-based Align PowerOps (if transition to PGAES takes a long time)
 - Manage transition from Forte ACES to PAGES
 - "Mothball" Forte ACES by exporting data to a data warehouse such as PI or similar offering

2. Update Scheduling, Back Office, and Middle Office Reporting and Settlements Software

- Update existing software and data models to keep up with changing market conditions
- Identify gaps and solutions, manage transition to new power scheduling software

3. Data Modeling of Emerging Power Trading, Scheduling, and Reporting Requirements

Analyze opportunities and requirements for mandatory and voluntary participation in CAISO programs, NCPA initiatives, etc., implement changes as required.

4. Business Analysis

- Production Cost Modeling / Planning / Resource Optimization (especially Donnell's AS/Energy strategy)
- CRR Revenue and Credit

5. Recurring Tasks

- Data Validation and Correction
- Meter Data Import to ACES
- Troubleshooting

6. Project Management & IT Coordination

Work with SVP IT managers, business managers, and other stakeholders to coordinate rollout of new or updated software; develop emergency failover plans; coordinate with other solution vendors as required; write management reports, progress reports, briefs, etc. as requested or indicated.

1000 hrs.

7. Update Reports

- Renewable Energy Credit Requirements and Resources
- Counterparty Status Report
- EOM Reports (SVP Planning, PG&E Grizzly, OASISLive, Graphics Packaging)
- CEC Reporting
- CARB Reporting

Qualifications

Intertie's qualifications include extensive experience in the following areas:

- ACES power scheduling software system (development and implementation)
- PSO VERA Settlements, Meter Monitoring, and Schedule Transmitting software
- CA ISO and NCPA power scheduling and settlements calculations and procedures
- Power Commodity trading and settlement practices
- State and Federal regulatory and legal procedure reporting and documentation

Budget Distribution

This work will require an annual budget of \$234,300.00. Experience indicates that this work goes most efficiently when plenty of time is allowed for both pre-planned and impromptu face-to-face meetings.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
INTERTIE ENERGY MARKET SOLUTIONS, LLC.**

EXHIBIT B

FEE SCHEDULE

Intertie will provide the services in Exhibit A "Scope of Services" to the City of Santa Clara's Electric Department dba Silicon Valley Power at an hourly rate of \$142.00 per hour. In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred thirty-four thousand three hundred dollars and zero cents (\$234,300.00), subject to budget appropriations.

Invoicing will be done on a monthly basis for the level of effort expended. All work performed by Intertie under this agreement will be verified by the City before payment will be made.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
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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 provide 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, provide and maintain not less than the minimum insurance coverage with the endorsements and

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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

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

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide 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,
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EXHIBIT E

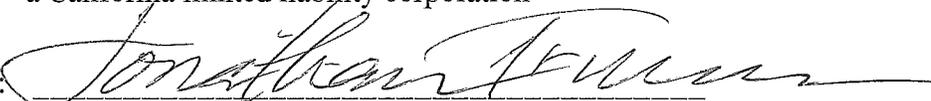
AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

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

INTERTIE ENERGY MARKET SOLUTIONS, LLC.
a California limited liability corporation

By: 

Name: JONATHAN TRIMM
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 CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Santa Cruz }

On May 24, 2015 before me, Pamela Ernst a Notary Public,
(Here insert name and title of the officer)

personally appeared Jonathan Trimmer,
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.

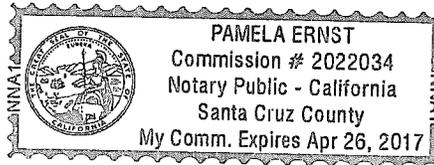
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- 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 with a staple.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
INTERTIE ENERGY MARKET SOLUTIONS, LLC.**

EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)

Meeting Date: 6-23-15

AGENDA REPORT

Agenda Item # 7B.15

City of Santa Clara, California



Date: June 9, 2015

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of a Professional Services Agreement Between Northern California Power Agency and the Cities of Alameda, Palo Alto, Santa Clara and the Port of Oakland (the Bay Area Municipal Transmission [BAMx] Service Agreement) for Transmission Services

EXECUTIVE SUMMARY:

The City of Santa Clara and its Electric Department, Silicon Valley Power (SVP), participate in the California energy industry and are subject to regular changes in regulation and market requirements developed by the California Independent System Operator (CAISO), California Energy Commission (CEC) and other agencies which can have large impacts on customer rates and reliability. In order to best analyze these changes and to make effective and appropriate comments, SVP has contracted with Northern California Power Agency (NCPA) to obtain the assistance of industry transmission experts. NCPA jointly contracts with the municipal utilities at the cities of Santa Clara, Palo Alto and Alameda and the Port of Oakland—the Bay Area Municipal Transmission (BAMx) participants—and then contracts with the appropriate industry experts to provide the services.

For Fiscal Year 2015/2016, NCPA sent out a Request for Proposals (RFP) to find the appropriate consultant to provide such services. Of the two responding companies, NCPA found that Flynn RCI was the most responsive to the request, as well as being highly experienced and qualified to provide the necessary services. These services include monitoring, meeting participation, coordinating with affected or other parties, and, as necessary, preparing formal position submittals to the CAISO, CEC and other parties on transmission and grid planning issues. A copy of the Professional Services Agreement between NCPA and the BAMx parties 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:

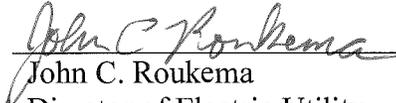
Approval of this Professional Service Agreement will allow for ongoing representation in these forums. Without this input and assistance, changes in regulations and markets made by the CAISO, CEC and other industry agencies could have costly impacts on SVP electric customers and their rates.

ECONOMIC/FISCAL IMPACT:

The cost for services under this agreement is \$525,821.00. Sufficient funds have been budgeted for FY 2015/2016 in the Electric Department Contractual Services/Not Classified account, 091-1356-87870-[F]92100.

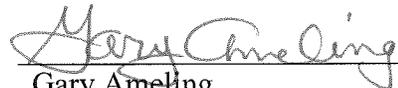
RECOMMENDATION:

That the Council approve, and authorize the City Manager to execute, the Professional Services Agreement between Northern California Power Agency and the Cities of Alameda, Palo Alto, Santa Clara and the Port of Oakland (the Bay Area Municipal Transmission [BAMx] Service Agreement), in an amount not to exceed \$525,821.00 for Transmission Services, in substantially the form presented, subject to final review and approval by the City Attorney's Office.



John C. Roukema
Director of Electric Utility

Certified as to Budget Form: *OK PC*
Account No. 091-1356-87870 \$525,821.00



Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:



Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) Professional Services Agreement between Northern California Power Agency and the Cities of Alameda, Palo Alto and Santa Clara and the Port of Oakland.***



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND THE CITIES OF ALAMEDA, PALO ALTO AND SANTA CLARA
AND THE PORT OF OAKLAND
(THE "BAY AREA MUNICIPAL TRANSMISSION SERVICES AGREEMENT" OR "BAMx
AGREEMENT")**

This Professional Services Agreement ("Agreement") is made by and between the NORTHERN CALIFORNIA POWER AGENCY ("NCPA"), a joint powers agency, the Cities of Alameda, Palo Alto and Santa Clara, and City of Oakland, acting by and through its Board of Port Commissioners ("Port of Oakland") (each referred to as a "Contracting Member" and jointly referred to as "Contracting Members" or "BAMx Participants"). NCPA and the Contracting Members are together sometimes referred to herein individually as a "Party" and collectively as "the Parties."

This Agreement is made as of _____, 2015 (the "Effective Date") in Roseville, California.

Section 1. RECITALS

This Agreement is entered into based on the following facts, among others:

1.1 NCPA is a public agency created by a joint powers agreement established under California law for the purpose of assisting its members in the efficient use of their common powers.

1.2 Contracting Members are engaged in, among other things, transmitting and distributing electric power within their respective corporate limits. Contracting Members are also each a member of NCPA. Contracting Members jointly desire that NCPA provide Contracting Members with the Services described in this Agreement.

1.3 Article III, section 3 of the "Amended and Restated Northern California Power Agency Joint Powers Agreement" (as amended and effective January 1, 2008) (hereinafter "JPA") entitled "Powers and Functions" provides that "none of the debts, liabilities or obligations of NCPA shall be the debts, liabilities or obligations of any of the members of NCPA unless assumed in a particular case by resolution of the governing body of the member to be charged." Notwithstanding the foregoing, Article V, section 1 of the JPA entitled "General Provisions" provides that "[t]he governing Commission of NCPA is authorized to procure public liability and other insurance as it deems advisable to protect NCPA and each of the parties hereto, charging the cost thereof to the operating costs of NCPA."

1.4 Contracting Members desire to secure NCPA's Services under this Agreement in a manner that balances their interests and the interests of other NCPA members with the ongoing financial viability and professional responsibilities of NCPA. Accordingly, Contracting Members desire to secure NCPA's Services under this Agreement by accepting a limited insurance based recourse against NCPA, with the option of procuring additional insurance at Contracting Members' sole expense. By so doing, the Parties thereby ensure that NCPA will substantially limit its risk for

the provision of such Services and allocates risks back to the Contracting Members in the event NCPA is not adequately insured.

1.5 The Parties other than the Port of Oakland, have previously entered into a professional services agreement for this same purpose dated as of July 1, 2014 ("the Prior Agreement") the term of which ends on June 30, 2015.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth, NCPA and Contracting Members agree as follows:

Section 2. DEFINITIONS

Whenever used in this Agreement with initial capitalization, these terms shall have the following meanings as applicable, whether in the singular or plural:

2.1 "Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result of the lowest reasonable cost consistent with good business practices, reliability, safety and expedition and the requirements of the Northern American Electric Reliability Corporation ("NERC") or Western Electric Coordinating Council ("WECC") Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

2.2 "NCPA Members" shall mean the signatories to the JPA or those agencies which have executed an Associate Member Agreement with NCPA.

2.3 "Stranded Costs" shall mean all costs incurred by NCPA in providing Services to Contracting Members under this Agreement that could not reasonably be avoided by NCPA from the date it receives a written Notice of Termination. Such costs may include, but not be limited to, salary and employment costs, rent, utilities, or contracts incurred to provide Services under this Agreement. In this regard, Contracting Members acknowledge that NCPA will be entering into professional services agreements with third persons under the terms of this Agreement, and that sums owing to such third persons may become Stranded Costs upon termination of this Agreement.

2.4 "Uncontrollable Forces" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or any other cause beyond the reasonable control which could not be avoided through the exercise of Good Utility Practice.

Section 3. SERVICES TO BE PROVIDED; AUTHORIZED REPRESENTATIVES; STANDARD OF PERFORMANCE

3.1 This Agreement is entered into by the Parties in order for NCPA to provide services to Contracting Members for the services described in Exhibit A hereto ("Services"). The Services do not include supervision of the performance of any of the third persons with whom contracts are entered into; such supervision shall be provided by the Contracting Members.

3.2 The following are the Authorized Representatives of the parties for contract administration purposes under this Agreement:

NCPA:

David Dockham, Dave.Dockham@ncpa.com
Assistant General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
916-781-4207
Fax 916-781-4255

PALO ALTO:

Debra Lloyd, Debra.LLloyd@cityofpaloalto.org
Utilities Compliance Manager
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303
650-329-2369
Fax: 650-326-1507

ALAMEDA:

Lindsay Battenberg, Battenberg@alamedamp.com
Energy Resource Analyst
Alameda Municipal Power
2000 Grand Street
P.O. Box H
Alameda, CA 94501-0263
510-814-6412
Fax 510-814-5618

SANTA CLARA:

Joyce Kinnear, JKinnear@SantaClaraCA.gov
Division Manager
1601 Civic Center Dr. # 201
Santa Clara, CA 95050
408-615-6656
Fax 408-261-2717

Port of Oakland:
Nicolas Procos, nprocos@portoakland.com
Manager of Utilities Administration
530 Water Street
Oakland, CA 94607
510-627-1167
Fax 510-763-8287

No Authorized Representative is authorized to amend any provision of this Agreement except in accordance with Section 12.16.

3.3 Standard of Performance. NCPA will perform the Services using that level of skill and attention reasonably required to complete the Services in a competent and timely manner.

3.4 Assignment of Personnel. NCPA shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that Contracting Members, in their sole discretion, at any time during the term of this Agreement, jointly desire the reassignment of any such persons, NCPA shall, immediately upon receiving notice from each Contracting Member of such desire of the Contracting Members, reassign such person or persons.

3.5 Time. NCPA shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 3.3, above and to satisfy NCPA's obligations hereunder.

Section 4. TERM AND TERMINATION

4.1 Authorization to Perform Services. NCPA is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until its receipt of a written resolution and/or other appropriate/applicable authorization from each Contracting Member's governing body confirming each Contracting Member's authority to enter into this Agreement and confirming that each Contracting Member has allocated funds for and approved contract payments to NCPA under this Agreement.

4.2 Term. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2016.

4.3 Early Termination and Stranded Costs. This Agreement may be terminated by either NCPA or by the Contracting Members, upon 30 days written notice to all other Parties ("Notice of Termination"). Provided, however, that a Notice of Termination on behalf of the Contracting Members shall be executed by each Contracting Member to be effective.

In the event of an early termination, Contracting Members shall pay NCPA for all fees and costs required under this Agreement through the effective date of their Notice of Termination plus all Stranded Costs. Upon payment of the above amounts, no Parties shall have any further obligations under this Agreement except as otherwise set forth in Section 5.7 regarding the survival of defense and indemnity obligations.

Section 5. INDEMNITY AND INSURANCE

5.1 Limitation of NCPA's Liability.

5.1.1 Except as provided in this section 5.1, NCPA shall not at any time be liable for any injury or damage occurring to Contracting Members or any other person or property from any cause whatsoever arising out of this Agreement.

5.1.2 The provisions of section 5.1.1 shall not apply where the injury or damage occurring to Contracting Members is caused by the negligence of NCPA or of any employee, agent or contractor of NCPA; provided that any liability under this subsection is limited to the extent of the actual coverage and coverage limits of the NCPA insurance policies described in this Section 5.

5.1.3 Notwithstanding Section 5.1.2 above, the Contracting Members agree to reimburse NCPA, in a timely manner, for all deductibles and/or self-insured retentions payable for any claim, liability or damage arising out of this Agreement.

5.2 Indemnification of NCPA. Except as specified in Section 5.1.2 above, Contracting Members shall, at their sole cost and expense, indemnify and hold harmless NCPA and all associated, affiliated, allied, member and subsidiary entities of NCPA, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees arising out of this Agreement.

5.3 Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Contracting Members shall, upon reasonable prior written notice from any of the Indemnitees, at Contracting Members' sole cost and expense, resist and defend the same with legal counsel mutually selected by Indemnitee and the Contracting Members, unless mutual selection of counsel is expressly prohibited by an applicable insurance policy; provided however, that neither Indemnitee nor Contracting Members shall admit liability in any such matter or on behalf of the other without express written consent, which consent shall not be unreasonably withheld or delayed, nor enter into any compromise or settlement of any claim for which Indemnitees are indemnified hereunder without prior express written consent. The Contracting Members' duty to defend shall begin upon receipt of a written notice identifying with specificity the allegations that give rise to this duty to defend.

5.4 Notice. The Parties shall give each other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5.

5.5 Insurance. During the term of the Agreement and prior to beginning any work under this Agreement, NCPA shall maintain, or cause to be maintained, in full force and effect, and at its sole cost and expense, the types and limits of insurance as are annually approved by the

governing Commission of NCPA. The types and limits of insurance that are applicable to this Agreement are evidenced by list of insurance coverages which is attached hereto as Exhibit C. NCPA warrants and represents that the types of insurance and coverage limits shown in Exhibit C are in full force and effect and shall remain so during the term of this Agreement unless NCPA gives prior written notification (of not less than 15 days) of modification, cancellation or rescission of such coverage.

5.6 Contracting Members' Acknowledgment of Option to Secure Additional Insurance. The Contracting Members acknowledge that there are limitations on NCPA's liability to the Contracting Members under this Section 5 and that the Contracting Members may need to purchase additional insurance of their own to cover the additional risks and the potential additional liabilities they are assuming under this Agreement. Contracting Members agree that they will, with respect to any additional insurance they obtain or which is otherwise available to Contracting Members, cause their insurers to issue an endorsement providing a waiver of subrogation rights as to Indemnitees.

5.7 Survival of Obligations. The defense and indemnity obligations of Section 5 shall survive the termination of this Agreement.

Section 6. COMPENSATION

6.1 Charges and Reserves.

6.1.1. Monthly Charges. Charges for the Services provided hereunder shall be the sum of (a) and (b) below, and shall be billed separately to each BAMx Participant in accordance with Exhibit B:

- (a) Six Hundred Twenty Five Dollars (\$625) per month for services provided by NCPA to the BAMx Participants under this Agreement; and
- (b) Sixty Three Thousand Three Hundred Thirty Three Dollars (\$63,333) per month for services provided to the BAMx Participants directly by Flynn Resource Consultants Inc., under the CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND FLYNN RESOURCE CONSULTANTS INC., dated _____, 2015.

6.1.2 Security Deposit. Contracting Members shall each maintain on deposit in its General Operating Reserve Account held at NCPA the sum of Zero Dollars (\$0) as security to NCPA for liabilities NCPA could incur under this Agreement. Contracting Members hereby authorize NCPA to reserve and commit this sum in its General Operating Reserve Account for the payment of the aforementioned liabilities should same become necessary. Interest on monies held by NCPA pursuant to this section shall be credited in accordance with the then standard practices of NCPA relating to the General Operating Reserve Account.

Section 7. BILLING AND PAYMENT

7.1 Invoices. NCPA shall submit invoices to Contracting Members, not more often than once a month during the term of this Agreement, for Services performed and reimbursable costs incurred prior to the invoice date.

7.2 Monthly Payment. Contracting Members shall make monthly payments, based on invoices received, for Services performed, and for authorized reimbursable costs incurred. Contracting Members shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay NCPA. Any amount due on a day other than a business day, i.e., any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, may be paid on the following business day.

If all or any portion of a bill is disputed by Contracting Members, the entire amount of the bill shall be paid when due, and NCPA'S Authorized Representative shall be concurrently provided written notice of the disputed amount and the basis for the dispute. NCPA shall reimburse any amount determined to have been incorrectly billed, within ten (10) days after such determination.

Amounts which are not paid when due shall bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America NT & SA, or its successor, then in effect, plus two per cent (2%) or (ii) the maximum rate permitted by law. The provisions of this Section 7 shall survive expiration of this Agreement until satisfied.

7.3 Contracting Members shall pay for the Services pursuant to this Agreement. Contracting Members shall not pay any additional sum for any expense or cost whatsoever incurred by NCPA in rendering Services pursuant to this Agreement. Contracting Members shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall NCPA submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment in accordance with this Agreement.

7.4 Hourly Fees. Fees for work performed by NCPA on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.

7.5 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to Contracting Members. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

7.6 Payment of Taxes. NCPA is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

7.7 Payment upon Termination. In the event that Contracting Members or NCPA terminates this Agreement pursuant to Section 4, Contracting Members shall compensate the NCPA for all outstanding costs and reimbursable expenses incurred for work satisfactorily

completed as of the date of written Notice of Termination. NCPA shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

7.8 Authorization to Perform Services. NCPA is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from each of the Contracting Members' Authorized Representative following receipt of the required approvals under the terms of this Agreement.

7.9 The addresses of Contracting Members to which invoices shall be sent is:

Debra Lloyd
Utilities Compliance Manager
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303
650-329-2369
Fax: 650-326-1507

Barry Leska
Assistant General Manager
Alameda Municipal Power
Energy Resource Planning
2000 Grand Street
P.O. Box H
Alameda, CA 94501-0263
510-814-5622
FAX 510-814-5618

Nicolas Procos, nprocos@portoakland.com
Port of Oakland
Manager of Utilities Administration
530 Water Street
Oakland, CA 94607
510-627-1167
Fax 510-763-8287

Bob Kazlauskas
City of Santa Clara
Attn: Electric Department
1500 Warburton Ave
Santa Clara, CA 95050
Bkazlauskas@svpower.com
408-615-6688
Fax: 408-261-2717

Section 8. STATUS OF NCPA; FACILITIES AND EQUIPMENT

8.1 Independent Contractor. At all times during the term of this Agreement, NCPA shall be an independent contractor and shall not be an employee of Contracting Members. Contracting Members shall have the right to control NCPA only insofar as the results of NCPA'S Services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 3.4; however, otherwise Contracting Members shall not have the right to control the means by which NCPA accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other agency, state, local or federal policy, rule, regulation, law, or ordinance to the contrary, NCPA and any of its employees, agents, and subcontractors providing Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Contracting Members, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Contracting Member and entitlement to any contribution to be paid by Contracting Members for employer contributions and/or employee contributions for PERS benefits.

8.2 Facilities and Equipment. The facilities and equipment that may be necessary to perform the Services required by this Agreement shall be provided as follows: **None.**

Section 9. UNCONTROLLABLE FORCES

9.1 Obligations of the Parties, other than those to pay money when due, shall be excused for so long as and to the extent that failure to perform such obligations is due to an Uncontrollable Force; provided, however, that if either Party is unable to perform due to an Uncontrollable Force, such Party shall exercise due diligence to remove such inability with reasonable dispatch. Nothing contained in this Agreement shall be construed as requiring a Party to settle any strike, lockout, or labor dispute in which it may be involved, or to accept any permit, certificate, contract, or any other service agreement or authorization necessary for the performance of this Agreement which contains terms and conditions which a Party determines in its good faith judgment are unduly burdensome or otherwise unacceptable.

9.2 Each Party shall notify the other promptly, by telephone to the other Party's operating personnel and Authorized Representative identified in Section 3.2, upon becoming aware of any Uncontrollable Force which may adversely affect the performance under this Agreement. A Party shall additionally provide written notice in accordance with Section 12.8 to the other Party within 24 hours after providing. Each Party shall notify the other promptly, when an Uncontrollable Force has been remedied or no longer exists.

Section 10. LEGAL REQUIREMENTS

10.1 Governing Law. The laws of the State of California shall govern this Agreement, without regard for the choice of law doctrine.

10.2 Compliance with Applicable Laws. NCPA and any subcontractors shall comply with all laws applicable to the performance of the Services hereunder.

10.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, NCPA and any subcontractors shall comply with all applicable rules and regulations to which Contracting Member is bound by the terms of such fiscal assistance program.

10.4 Licenses and Permits. NCPA represents and warrants to Contracting Member that NCPA and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. NCPA represents and warrants to Contracting Member that NCPA and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

10.5 Nondiscrimination and Equal Opportunity. NCPA shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by NCPA under this Agreement. NCPA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of NCPA thereby.

NCPA shall include the provisions of this Subsection in any subcontract approved by Contracting Members' Authorized Representatives or permitted by this Agreement.

Section 11. KEEPING AND STATUS OF RECORDS.

11.1 Records Created as Part of NCPA's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that NCPA prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Contracting Members. NCPA hereby agrees to deliver those documents to the Contracting Members upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Contracting Members and are not necessarily suitable for any future or other use. Contracting Members and NCPA agree that, until final approval by Contracting Members, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties, except as may otherwise be required by applicable law.

11.2 NCPA's Books and Records. NCPA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Contracting Members under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the NCPA to this Agreement.

11.3 Inspection and Audit of Records. Any records or documents that Section 11.2 of this Agreement requires NCPA to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Contracting Member. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of any Contracting Member or as part of any audit of any of the Contracting Members, for a period of three (3) years after final payment under the Agreement.

11.4 Confidential Information and Disclosure. During the term of this Agreement, any Party ("Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to another Party ("Receiving Party"). All such Information made available in a tangible medium of expression (such as, without limitation, on paper or by means of magnetic tapes, magnetic disks or other computer media) shall be marked in a prominent location to indicate that it is the confidential, proprietary and trade secret information of Disclosing Party at the time of disclosure to Receiving Party. Receiving Party shall hold Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Receiving Party shall not attempt to reverse engineer or in any manner create any product or information which is similar in appearance to or based on the Information provided by Disclosing Party. Receiving Party shall not disclose Disclosing Party's Information to any person other than Receiving Party's employees, agents, contractors and subcontractors who have a need to know in connection with this Agreement.

Receiving Party's confidentiality obligations hereunder shall not apply to any portion of Disclosing Party's Information which:

- (a) Has become a matter of public knowledge other than through an act or omission of Receiving Party;
- (b) Has been made known to Receiving Party by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (c) Was in the possession of Receiving Party prior to the disclosure of such Information by Disclosing Party and was not acquired directly or indirectly from the other Party or any person or entity in a relationship of trust and confidence with the other Party with respect to such Information;
- (d) Receiving Party is required by law to disclose; or
- (e) Has been independently developed by Receiving Party from information not defined as "Information" in this Agreement, as evidenced by Receiving Party's written records.

Receiving Party shall return or destroy Disclosing Party's Information (including all copies thereof) to Disclosing Party promptly upon the earliest of any termination of this Agreement or the Disclosing Party's written request. Notwithstanding the foregoing, Receiving Party may retain one copy of such Information solely for archival purposes, subject to the confidentiality provisions of this Agreement. The parties understand that each Party is a public entity and is subject to the laws that may compel either to disclose information about the other's business.

Section 12. MISCELLANEOUS PROVISIONS

12.1 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

12.2 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

12.3 Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable by federal or state statute or regulation, but the remaining portions of the Agreement can be enforced without failure of material consideration to any Party, then the remaining provisions shall continue in full force and effect. To that end, this Agreement is declared to be severable. Provided, however, that in the event any provision is declared to be invalid, void or unenforceable, any Party may terminate this Agreement upon 10 days written notice given within five (5) days of receipt of notice of final entry of judgment.

12.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

12.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

12.6 Use of Recycled Products. NCPA shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

12.7 Conflict of Interest. NCPA shall not employ any Contracting Members' official or employee in the work performed pursuant to this Agreement. No officer or employee of Contracting Member shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

12.8 Notices. Unless this Agreement requires otherwise, any notice, demand or request provided for in this Agreement, or served, given or made shall become effective when delivered in person, or sent by registered or certified first class mail, to the persons specified below:

NCPA:
David Dockham
Assistant General Manager – Power Management
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:
Michael F. Dean
General Counsel, Northern California Power Agency
c/o Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

PALO ALTO:
Valerie Fong, Utilities Director
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303

With a copy to:
Jessica Mullen, Deputy City Attorney
City of Palo Alto
c/o City Attorney's office
P.O. Box 10250
Palo Alto, CA 94303

ALAMEDA:
Glenn O. Steiger, General Manager
Alameda Municipal Power
2000 Grand Street
P.O. Box H
Alameda, CA 94501-0263

With a copy to:
Andrico Penick
Alameda Office of the City Attorney
City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501

PORT OF OAKLAND:
Nicolas Procos, nprocos@portoakland.com
Manager of Utilities Administration
Port of Oakland
530 Water Street
Oakland, CA 94607
510-627-1167
Fax 510-763-8287

With a copy to:
Donnel Choy
Deputy Port Attorney
Port of Oakland
530 Water Street, 4th Floor
Oakland, CA 94607

SANTA CLARA:
Joyce Kinnear, Division Manager
City of Santa Clara
1500 Warburton Ave
Santa Clara, CA 95050

With a copy to:
Richard Nosky, City Attorney
City of Santa Clara
1500 Warburton Ave
Santa Clara, CA 95050

Whenever it is required, permitted, or desired in this Agreement that written notice or demand be given by any Party to any other Party, such notice or demand may be either personally served or sent by United States Mail, or facsimile. Notice shall be deemed to have been given when personally served, when deposited in the United States Mail, certified or registered with postage prepaid and properly addressed, or when transmitted by facsimile provided however, notices delivered by facsimile shall only be effective if delivered during regular business hours on a day that is considered a regular business day for NCPA by the involved Parties.

12.9 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Contracting Members and NCPA relating to the subject matter of this Agreement, and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

12.10 Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Contracting Members and NCPA agree to resolve the dispute in accordance with the following:

12.10.1 Each Party shall designate a senior management or executive level representative to negotiate any dispute;

12.10.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

12.10.3 If the issue remains unresolved after sixty (60) days of good faith negotiations, despite having used their best efforts to do so, either Party may pursue whatever other remedies may be available to it.

12.10.4 This informal resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, *et seq.*

12.11 Other Agreements. This Agreement is not intended to modify or change any other agreement between any of the Parties, individually or collectively. Without limiting the generality of the foregoing, this Agreement does not amend or extend the Prior Agreement.

12.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

12.13 Obligations of Contracting Members Joint and Several; No Joint Venture. The duties, obligations and liabilities of the Contracting Members, including the obligations to make payments to NCPA, are intended to be joint and several. Provided that nothing contained in this Agreement shall be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability on or with regard to the Contracting Members.

12.14 Effect of Section Headings. Section headings and subheadings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretation of text.

12.15 Authority of Signatories. The signatories hereby represent that they have been appropriately authorized to execute this Agreement on behalf of the Party for whom they sign.

12.16 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties following each Party's receipt of written resolution/authorization from their governing bodies, which resolutions/authorizations shall be condition precedents to any amendments of this Agreement and shall be attached as exhibits to this Agreement.

The Parties have executed this Agreement as of the Effective Date.

Northern California Power Agency

RANDY S. HOWARD, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

CONTRACTING MEMBERS:

CITY OF ALAMEDA

Approved as to Form:

By: _____
Its: _____

By: _____
City Attorney

CITY OF PALO ALTO

Approved as to Form:

By: _____
Its: _____

By: _____
City Attorney

CITY OF SANTA CLARA

Approved as to Form

By: _____
Its: _____

By: _____
City Attorney

PORT OF OAKLAND

Approved as to Form

By: _____
Its: _____

By: _____
City Attorney

EXHIBIT A Scope of Services

NCPA shall perform the following Services on behalf Contracting Members:

NCPA will enter into a contract with Flynn Resource Consulting Inc. ("Consultant") on behalf of Contracting Members. In general Consultant will provide services including monitoring, meeting participation, coordinating with affected or other participating parties, and, as necessary, preparing and submitting formal position submittals for the following activities:

1. Grid Planning Activities
 - CAISO/PG&E annual transmission expansion planning process
 - Support or oppose specific transmission additions
 - Greater Bay Area long term studies
 - CAISO local capacity technical study process
 - Other regional and sub-regional transmission planning activities
 - CAISO Tariff and BPM Change Management Process
 - Generator Interconnection Procedure
 - Transmission cost allocation
 - Impacts due to potential generation retirements
 - Transmission for renewables
 - CTPG planning process
 - Tracy to Bay development activities
 - Integration requirements for renewables

2. CPUC and CEC transmission matters
 - Integrated Energy Policy Report
 - Resource adequacy issues
 - Renewable Portfolio Standard issues
 - Long Term Procurement issues
 - Approval of CPCNs for new transmission lines

3. California Market Design Activities
 - CAISO markets proceedings and implementation matters
 - Resource Adequacy / Local Capacity/ Flexible Capacity/ Deliverability
 - LMP congestion and losses incidence and impacts

4. Communicate Regularly with BAMx Members
 - Client meetings, telephone conferences and written summaries of activities on key issues.

NCPA will accept invoices from Consultant and transmit them to Contracting Members for their review, and if acceptable, the Contracting Members will direct payment by NCPA. Such payment direction shall be provided by each Contracting Member as designated in Section 12.8 of this agreement, in writing, utilizing appropriate approval forms as shall be developed and/or revised by

NCPA from time to time. An example of such form is included in Exhibit D of this agreement. NCPA will prepare invoices indicating the share of Consultant's costs to be paid by each Contracting Member along with the appropriate charges by NCPA for its services; however, as provided in the Agreement, each Contracting Member is jointly and severally liable for the entirety of any amounts billed under this Agreement. NCPA will then pay Consultant utilizing Contracting Members' funds.

Contracting Members will be solely responsible for payment of the Consultant's invoices, as well as determining whether or not the professional services have been satisfactorily performed. The "Services" under this Agreement by NCPA to Contracting Members are limited to the contracting for services with Consultant and billing/payment function.

**EXHIBIT B
COMPENSATION SCHEDULE AND HOURLY FEES**

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$760,000. The hourly and monthly rates and or compensation break down and an estimated amount of expenses is as follows:

B-1 Monthly Charges for Services provided by NCPA for billing and contract preparation under this Agreement shall be allocated to each BAMx Participant in proportion to each BAMx Participant's proportionate share of energy delivered in CY2014 as derived from the 2015-2016 NCPA Annual Budget, as reflected in Table 1 below. The total charge for these services shall be Six Hundred Twenty Five Dollars per month.

B-2 Monthly Charges invoiced by Flynn Resource Consultants Inc to NCPA for services provided to the BAMx Participants under the CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND FLYNN RESOURCE CONSULTANTS INC., dated _____, 2015 shall be allocated to each BAMx Participant in proportion to each BAMx Participant's proportionate share of energy delivered in CY2014 as derived from the 2015-2016 NCPA Annual Budget, as reflected in Table 1 below.

Compensation to Flynn Resource Consultants Inc. for all tasks, including hourly fees and expenses, shall not exceed Seven-Hundred and Fifty Thousand Dollars (\$760,000). The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Flynn Resource Consultants Inc. hourly rates for services are listed below.

<u>Labor Category</u>	<u>Hourly Rate</u>
Principal	\$280-300 per hour
Managing Consultant	\$260-280 per hour
Senior Consultant	\$220-260 per hour
Consultant	\$180-220 per hour
Associate Consultant	\$140-180 per hour
Analyst	\$100-140 per hour
Support Services	\$65 per hour

Travel, food, and miscellaneous expenses, except automobile mileage, associated with the provision of services hereunder shall be billed at cost. Automobile mileage will be billed at the rate approved by the Internal Revenue Service.

For any month in which specialized modeling software is used to perform services under this agreement, the following charges shall apply:

Power flow modeling - \$260/month
Short circuit modeling – \$775/month
OASIS Data - \$1,000/month

Market modeling - \$3,850/month

TABLE 1 Proportionate Share of Energy Delivered

	<u>MWH</u>	<u>% Share</u>
Alameda Municipal Power	363,734	7.872%
Palo Alto	978,546	21.179%
Port of Oakland	81,413	1.762%
<u>Silicon Valley Power</u>	<u>3,196,694</u>	<u>69.187%</u>
	4,620,387	100.000%

EXHIBIT C
Insurance Maintained by NCPA

WORKERS' COMPENSATION INSURANCE	\$1,000,000
EXCESS LIABILITY INSURANCE	\$35,000,000
AUTOMOBILE INSURANCE	\$1,000,000

Meeting Date: 6-23-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B.16



Date: June 23, 2015

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Approval of an Agreement for the Performance of Services with Western Contract Interiors for the Purchase and Installation of the Cubicle System for Traffic Engineering Division Relocation

EXECUTIVE SUMMARY:

On May 12, 2015, the City Council approved the design-build contract with Iteris, Inc. to build a new Traffic Management Center (TMC). The TMC will contain real-time monitors and control traffic signals, traffic monitoring cameras and model traffic signal operations based on current conditions, operate emergency vehicle and transit priority equipment and allow Staff to coordinate traffic signals between the City and various other agencies.

As part of the TMC project, the Public Works Traffic Engineering Division will be relocating their offices from City Hall's West Wing to the Fire Prevention/Engineering Building (old Courthouse) located at 1675 Lincoln Ave. The TMC will include new cubicles for the Traffic Division Staff. Western Contract has a State contract for Herman Miller pricing. The office materials which will be used in the new TMC are Herman Miller product. Therefore, the State selection process was used to recommend retaining Western Contract Interiors for this purpose.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this Agreement will allow staff to update their traffic operations center which will accommodate current and future needs.

ECONOMIC/FISCAL IMPACT:

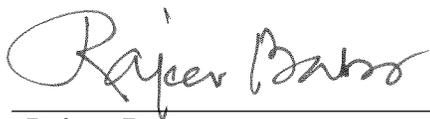
The proposed cubicle system is for a total amount not to exceed \$63,674 which includes a contingency of \$5,788. Currently, there is \$48,947 available in the project. The remaining \$14,727 will be available subject to Fiscal Year 15/16 appropriations.

City Manager for Council Action
Subject: Traffic Operations Cubicle System
Page 2

RECOMMENDATION:

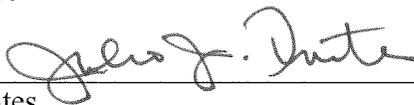
That the Council approve and authorize the City Manager to:

1. Execute this Agreement with Western Contract Interiors in the amount of \$63,674 for the Purchase and Installation of the Cubicle System for the Traffic Engineering Division Relocation.
2. Make minor, non-substantive modification changes to the Agreement, if necessary



Rajeev Batra
Director of Public Works / City Engineer

APPROVED:

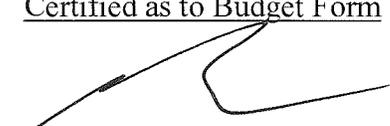


Julio J. Fuentes
City Manager

Certified as to Availability of Funds:

525-2222-80300-2673 \$48,947.00 *AK*

Certified as to Budget Form \$14,727.00



✓ Gary Ameling
Director of Finance/
Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report

- 1) *Agreement for Performance of Services with Western Contract Interiors*

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WESTERN CONTRACT INTERIORS**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Western Contract Interiors, California individual, with its principal place of business located at 298 Jackson Street, San Jose Ca 95112 (“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, 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 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.

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 provide 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: [Building Maintenance]
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-0594

And to Contractor addressed as follows:

Name: Western Contract Interiors
Address: 298 Jackson Street
San Jose, California 95112
or by facsimile at (408) 971-3102

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. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor 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, Contractor 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 Contractor's responsibilities under the Act.

35. 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 12/31/2016, 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 (\$500.00) per day in liquidated damages for each and every calendar day such delay in completion of said Services continues beyond 12/31/2016. 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.

36. 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.

37. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

38. PREVAILING WAGES.

Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.

Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

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:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

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

ATTEST:

ROD DIRIDON, JR.
City Clerk

“CITY”

WESTERN CONTRACT INTERIORS
INDIVIDUAL

Dated: 6/09/15

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

Name: Robert Mahowald

Title: Owner, General Manager

Local Address: 298 Jackson Street

San Jose, California 95112

Email Address: Robert@westerncontract.net

Telephone: (408) 278-9600

Fax: (408) 971-3102

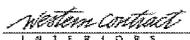
“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WESTERN CONTRACT INTERIORS**

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, "Traffic Operation Cubicle System" dated May 27, 2015 which is attached to this Exhibit A.



298 Jackson Street, San Jose, CA 95112
TELEPHONE: 408-275-9600, FAX: 408-974-3102
email : robert@westerncontract.net, bobbie@westerncontract.net, ron@westerncontract.net

ORDER DATE 5-27-2015		SALESPERSON Bobbie Paul		CUSTOMER P.O. NUMBER		PAY TERMS <input type="radio"/> CREDIT CARD <input type="radio"/> CASH <input type="radio"/> TERMS		SALES ORDER NO. Quote # 20268RP		
B U Y E R	City Santa Clara			S H I P T O	CSC TMC Traffic			SHIPPING/DELIVERY <input type="radio"/> Western Contract <input checked="" type="radio"/> Outside Warehouse <input type="radio"/> Customer Direct Comments:		
	attn:	fax:			attn: Ken Wirland	phone:				
QTY	MANUFACTURER	DESCRIPTION			EACH	TOTAL				
1	Herman Miller	Lot per attached #02 Work Stations - CSC TMC Traffic			\$45,669.62	\$45,669.62				
1	STATIONS	Labor to KD existing work stations & remove to onsite storage @ Prevailing Wage			\$1,570.00	\$1,570.00				
1	STATIONS	Labor to receive, deliver & install newHMI product @ Prevailing Wage			\$4,150.00	\$4,150.00				
					Subtotal	\$51,389.62				
					Tax	\$4,496.99				
					Delivery	\$2,000.00				
					Total	\$57,886.21				
							ADDITIONAL CHARGES TO CUSTOMER			
							<input type="radio"/> FREIGHT			
							<input type="radio"/> DELIVERY			
							<input type="radio"/> INSTALLATION			
							NONE. Design & Planning Fee is listed under "other".			
							TAX RATE			
							8.75 %			

- 1) No Returned Merchandise Accepted Without Our Written Permission.
- 2) A Handling Charge of 20% Will Be Made On All Returned Merchandise.
- 3) We approve the above order and agree that the merchandise involved herein remains the property of Western Contract Interiors until paid for in full. I agree that on direct shipment to me of the merchandise described herein transfer of title occurs at the point of shipment from manufacturer's, distributors, or seller's warehouse. The terms of this invoice are stated above. A late charge of 1 1/2 percent per month (18% per annum) will be made if more than 30 days past due.
- 4) This price is valid for only 30 days.

Customer Signature _____
Date _____

Original - Customer, Copy 1 - Accounting, Copy 2 Sales, Copy 3 - Extra/Other

Page 1 of 1

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WESTERN CONTRACT INTERIORS**

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed sixty three thousand six hundred seventy four dollars (\$63,674.00), subject to budget appropriations.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WESTERN CONTRACT INTERIORS**

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 provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or

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
WESTERN CONTRACT INTERIORS**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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

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

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide 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.

California All-Purpose Acknowledgment

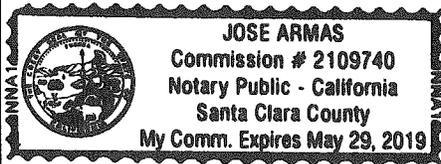
CIVIL CODE § 1189

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 June 9, 2015, before me, Jose Armas, a Notary Public, personally appeared Robert Mahowald, 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.

Jose Armas
SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Agreement for the Performance of Services
Western Contract Interiors
Exhibit E

Meeting Date: 6/23/15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B.17



Date: June 9, 2015
To: City Manager for Council Action
From: John C. Roukema, Director of Electric Utility
Subject: Approval of a Power Purchase and Sale Agreement with Graphic Packaging International, Inc. to Purchase Electrical Power

EXECUTIVE SUMMARY:

Graphic Packaging International, Inc. (GPI), formerly the Container Corporation of America, has operated a paper mill in the City of Santa Clara since 1957. GPI is a vital part of the Santa Clara community, employing 128 employees, recycling 140,000 tons of paper per year (avoids approximately 400,000 tons of landfill Green House Gases annually), and over the next 5 years will have a \$3 billion dollar economic impact to the Santa Clara area.

In 1984, GPI built a 25.8 MW combined heat and power (CHP) cogeneration plant to serve its steam and electric load. They currently sell the excess electricity to Pacific Gas and Electric Co. (PG&E). GPI's contract with PG&E will expire July 1, 2015. Silicon Valley Power (SVP) would like to enter a Power Purchase Agreement to acquire the excess electric generation and other attributes beginning July 1, 2015 through December 31, 2020. Pursuant to provisions of the Public Records Act and pursuant to the Agreement, certain terms of the Agreement must be maintained as confidential. Therefore, while the majority of the Agreement will be maintained as a public record, confidential terms are available for council review in the Office of the City Clerk.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

By entering into this Agreement, SVP will have a stable, predictable local power supply and GPI will be able to continue operating the paper mill in a highly efficient manner needed to conduct business in Santa Clara. By not entering into this Agreement SVP may lose the opportunity to optimize the local generation and GPI may not be able to continue its level of operations in Santa Clara.

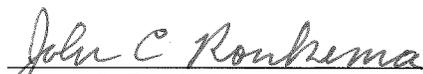
ECONOMIC/FISCAL IMPACT:

The purchase price of electricity from the GPI facility is a formulaic rate based on the PG&E city gate natural gas price. The price of the energy is in line with expected future market prices of power and electric capacity product. Additionally there is a shared savings between SVP and GPI of the avoided California Independent System Operator (CAISO) transmission charges when the GPI facility produces energy greater than its own needs. The structure of the formula rate, the capacity payment, and shared value of the avoided transmission cost is intended to make SVP indifferent to whether it purchases this power from the wholesale market or from GPI. However, it will provide GPI stability in the sale of its excess generation so it may maintain efficient operation in Santa Clara.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, a Power Purchase and Sale Agreement with Graphic Packaging International, Inc., in substantially the form presented, subject to final review and approval by the City Attorney's office, to purchase electrical power, per agreed upon price and terms.

APPROVED:



John C. Roukema
Director of Electric Utility



Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) Power Purchase and Sale Agreement with Graphic Packaging International, Inc.***

POWER PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

THE CITY OF SANTA CLARA

AND

GRAPHIC PACKAGING INTERNATIONAL, INC

Dated as of _____ 2015

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
GRAPHIC PACKAGING INTERNATIONAL, INC.**

PREAMBLE

This Power Purchase and Sale Agreement by and Between The City of Santa Clara and Graphic Packaging International, Inc. ("Agreement" is made and entered into as of the ____ day of _____ 2015 ("Effective Date"), by and between the City of Santa Clara, California, a chartered California municipal corporation ("City" or "Buyer"), and Graphic Packaging International, Inc., a Delaware Corporation ("Seller"). Capitalized terms used in this Agreement shall have the meaning as ascribed to them in Exhibit A.

RECITALS

- A. Seller owns and operates a 25.8 megawatt ("MW") electricity generation facility located at 2600 De La Cruz Blvd., Santa Clara, CA ("Generating Facility"). The Generating Facility supplies approximately 8.8 MWs of electrical capacity and Energy, as well as steam, each which is used in Seller's manufacturing process. The Generating Facility has 17 MWs of electrical capacity, Energy and related products (the "Product") that is available for sale.
- B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, such Product. Buyer is also willing to purchase from time to time additional Product up to the capacity limits of the Generating Facility to the extent that Seller's manufacturing process is reduced or not operational.
- C. Buyer will schedule Energy from Generating Facility into the CAISO. Buyer and Seller desire to enter into this Agreement to confirm the specific terms and conditions of the purchase and sale of the above-referenced Products.

Now, therefore, and based upon mutual consideration which is hereby acknowledges by the Parties, Buyer and Seller agree as follows:

**ARTICLE I
INCORPORATION OF PREAMBLE AND RECITALS; DEFINITIONS**

Section 1.01 Incorporation of Preamble and Recitals

The Parties agree and attest to the truth and accuracy of the provisions contained in the Preamble and Recitals set forth above. The provisions of the Preamble and Recitals are hereby incorporated and made a part of this Agreement by this reference. The Parties agree that this Agreement has been entered into, at least in part, in consideration of the provisions contained in the Preamble and Recitals, as well as the provisions contained in the balance of this Agreement.

Section 1.02 Definitions

Capitalized terms used in this Agreement, shall have the meanings set forth in Exhibit A, or in this Agreement, or any of the Exhibits hereto.

ARTICLE II TERM; CONDITIONS PRECEDENT

Section 2.01 Term

Subject to the other provisions contained herein, this Agreement shall commence on the Effective Date and shall continue in full force until December 31, 2020, unless earlier terminated as provided herein.

Section 2.02 Generating Facility

The Generating Facility shall be as described in the Preamble and Exhibit B.

Section 2.03 Conditions Precedent

Buyer shall have no obligation to purchase the Product from the Generating Facility under this Agreement until Seller completes each of the following conditions (the "Conditions Precedent"):

- a) All systems necessary for continuous operation and metering have been tested and certified as required by CAISO;
- b) All applicable agreements between Seller and CAISO and Seller and City required for delivery of the Product have been executed; and
- c) All material regulatory authorizations, approvals and permits necessary for the operation of the Generating Facility have been obtained.

If the Conditions Precedent set forth in Sections 2.03(a)-(c) are not satisfied or waived in writing by both Parties on or before 180 days after the Effective Date, then either Party may terminate this Agreement effective upon Notice to the other Party. Neither Party shall have any obligation or liability to the other, including for a Termination Payment or otherwise by reason of such termination.

ARTICLE III OPERATIONAL COVENANTS

Section 3.01 Dedication of Product

Throughout the Term of this Agreement, Seller agrees that all of the Product shall be sold exclusively to City on a Unit Contingent basis. Energy delivered to Buyer by Seller will be exclusively from the Generating Facility. Buyer and Seller recognize generation output and capacity of the Generating Facility may increase due to equipment upgrades or turbine/generator re-rates or decrease due to equipment limitations during the Term of this Agreement. Such changes shall be considered to be inclusive in the definition of all of Products sold. Buyer shall have no

rights to additional products as may be or become available from the Generating Facility during the Term of this Agreement.

For the avoidance of doubt, the Product to be sold to Buyer under this Agreement shall include all Capacity Attributes, Ancillary Services attributes, and Resource Adequacy attributes from the Generating Facility associated with Net Electrical Output. Seller represents and warrants that Seller holds the rights to all Capacity Attributes, Ancillary Services and Resource Adequacy attributes associated with Net Electrical Output, and covenants that it will never sell such Capacity Attributes, Ancillary Services and Resource Adequacy attributes associated with Net Electrical Output to any other party while this Agreement is in effect. Seller agrees to convey all such Capacity Attributes, Ancillary Services and Resource Adequacy attributes to Buyer as included in the delivery of the Products.

Section 3.02 Insurance

Section 3.03 Throughout the Term of this Agreement, Seller shall maintain insurance as specified in Exhibit C of this Agreement. Buyer's Access Rights

With reasonable prior oral or written notice to Seller, Buyer shall have the right of access to the Generating Facility at reasonable business hours for any purpose reasonably connected with this Agreement; provided that Buyer must abide by the safety and other protocols of Seller and such access shall not materially interfere with the operations of the Generating Facility.

Section 3.04 Operating Standards

Throughout the Term of this Agreement, Seller shall operate and maintain the Generating Facility in accordance with (i) all applicable Governmental Approvals, (ii) Prudent Electric Industry Practices, and (iii) all applicable laws and regulations.

Section 3.05 Availability

When the Generating Facility is operating, Seller shall sell and deliver to Buyer, and Buyer shall purchase and take delivery of, all Product produced by or otherwise available from said Generating Facility. There shall be no limit or contract capacity on the amount of Product Seller may deliver to Buyer at any time. After the Effective Date and for the remainder of the Term of this Agreement, Seller shall use commercially reasonable efforts to maintain the Generating Facility such that it is available to produce the Net Electrical Output, Capacity Attributes, Resource Adequacy attributes and Ancillary Services attributes; provided, however, that Seller shall not be so responsible for periods when:

- a) Seller is unable to perform its obligations due to a Force Majeure Event;
- b) A Planned Outage or Forced Outage occurs;
- c) A System Emergency occurs that requires Seller to reduce its generation level; or
- d) Generating Facility is prevented from operating, or its operations are diminished or curtailed, due to acts or omissions of City, CAISO, or PG&E.

Notwithstanding the foregoing, Seller shall have no obligation hereunder to meet any minimum performance or availability requirements with respect to the Product (including Net Electrical Output and associated Capacity Attributes, Ancillary Service and Resource Adequacy attributes) or any portion thereof as long as Seller at all times utilizes Prudent Electric Industry Practices in its operation of the Generating Facility.

ARTICLE IV PURCHASE AND SALE OF PRODUCT

Section 4.01 Purchase and Sale of Product; Transmission

When the Generating Facility is operating, Seller shall sell and deliver to City at the Delivery Point for the Generating Facility, and City shall purchase and receive at the Delivery Point, the Product. In addition:

- a) Seller shall arrange for and shall be responsible for all risks, costs, and charges imposed on or associated with the Product, or its delivery, up to and at the Delivery Point, including all costs associated with metering up to and at the Delivery Point; and.
- b) City shall arrange and be responsible for all risks, costs and charges imposed on or associated with the Product, its receipt, transmission, scheduling (as set forth in Section 4.02 below), or other disposition, after the Delivery Point.
- c) Except as otherwise provided in this Agreement, if the Generating Facility is operating and City is unable or unwilling to purchase and/or accept delivery of the Product, Seller shall have the right to find an alternative purchaser for the Product and City shall be responsible for (1) transmission of the Product for Seller and (2) the difference in Seller's revenue under this Agreement and the alternative sale.

Section 4.02 Scheduling and Scheduling Coordinator Services

Throughout the Term of this Agreement, Seller shall provide to Buyer its planned Annual Operations Forecast (as set forth in Section 5.02 and Exhibit D herein) and dispatch of the Generating Facility in accordance with Prudent Electric Industry Practices. Buyer shall provide (or cause to be provided), at its own expense, and will be solely responsible for the performance of, all Scheduling Coordinator services required under the terms of this Agreement, the CAISO Tariff, applicable protocols and scheduling practices, and any other applicable law, rule or regulatory requirement applicable to Scheduling Coordinators. The City shall be fully responsible for all acts and omissions of the Scheduling Coordinator (whether the Scheduling Coordinator is the City or a third party). Seller agrees to sign and deliver any documentation necessary to:

- a) Designate City or City's designee as its Scheduling Coordinator; and
- b) Allow City or City's designee to perform its various Scheduling Coordinator duties including, but not limited to, scheduling output from the Generating Facility in accordance with the CAISO Tariff.

The City reserves the right to substitute another qualified, CAISO certified entity as Scheduling Coordinator upon reasonable advance notice to Seller; provided, that Seller shall have the right on reasonable grounds to object to the proposed substitution in which case the City may substitute an alternative Scheduling Coordinator provided such substitute Scheduling Coordinator is reasonably acceptable to Seller.

ARTICLE V OPERATING FORECASTS; SCHEDULING PROTOCOLS; PLANNED OUTAGES

Section 5.01 Operating Forecasts and Scheduling Protocols

Seller shall coordinate all Generating Facility start-ups and shut-downs, in whole or in part, with City in accordance with CAISO scheduling protocols and the reasonable protocols established by the Seller and City that are not inconsistent with the CAISO Tariff and the CAISO procedures, as specified in Exhibit D [Operations Forecasts and Scheduling Protocols].

Section 5.02 Planned Outages

As part of the Annual Operations Forecast required in Exhibit D to this Agreement, Seller shall notify Buyer of its proposed Planned Outage schedule for the Project for the following calendar year no later than October 1st of each year during the Term. The Planned Outage schedule is subject to Buyer's approval, which approval may not be unreasonably withheld or conditioned. Seller shall also confirm or provide updates to Buyer regarding the Planned Outage by the earlier of twenty (20) days prior to each Planned Outage or two (2) Business Days prior to the CAISO deadline for submitting Planned Outages. Seller shall contact Buyer with any requested changes to the Planned Outage schedule if Seller believes the Project must be shut down to conduct maintenance that cannot be delayed until the next scheduled Planned Outage consistent with Electric Industry Practices. Seller shall not change its Planned Outage schedule without Buyer's approval, not to be unreasonably withheld or conditioned. If a Planned Outage has been scheduled, at any time up to the commencement of work for the Planned Outage, Buyer may direct that Seller change its Planned Outage schedule if such change has been ordered by CAISO. For non-CAISO ordered changes to a Planned Outage schedule requested by Buyer, Seller shall notify Buyer of any incremental costs or revenue losses associated with such schedule change and an alternative schedule change, if any, that would entail lower incremental costs or avoid revenue losses. If Buyer agrees to pay the incremental costs or lost revenues, Seller shall use commercially reasonable efforts to accommodate Buyer's request.

ARTICLE VI CONTRACT PRICE; GOVERNMENTAL CHARGES

Section 6.01 Contract Price

City shall pay Seller, commencing on and after the Delivery Date and continuing through the Term, the Contract Price as set forth in Exhibit E for all of the Net Electrical Output delivered or tendered to City at the Delivery Point. The Contract Price shall represent payment for all of the Product.

Section 6.02 Interconnection Facility

Seller shall maintain an Interconnection Agreement with City (and CAISO, as applicable) to enable the Generating Facility to interconnect with City's transmission system at the Delivery Point. Seller shall be responsible for and pay all costs and charges arising under the Interconnection Agreement in compliance with the Interconnection Agreement and applicable rules and requirements in place as of the Delivery Date (the "Seller's Interconnection Costs").

Section 6.03 Governmental Charges

Seller shall pay or cause to be paid all Governmental Charges on or with respect to the Net Electrical Output arising up to and at the Delivery Point. City shall pay or cause to be paid all Governmental Charges on or with respect to the Net Electrical Output after the Delivery Point. In the event Seller is required by law or regulation to remit or pay Governmental Charges which are City's responsibility hereunder, City shall promptly reimburse Seller for such Governmental Charges. If City is required by law or regulation to remit or pay Governmental Charges which are Seller's responsibility hereunder, City may deduct the amount of any such Governmental Charges from the sums due to Seller under this Agreement. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law.

Section 6.04 Participating Generator Agreement and Meter Service Agreement

Seller will maintain a Participating Generator Agreement and a Meter Service Agreement for CAISO metered entities with the CAISO.

**ARTICLE VII
METERING AND BILLING**

Section 7.01 Metering

All Net Electrical Output from the Generating Facility shall be metered, by CAISO revenue quality meters, at the high side of the Delivery Point. All meters and equipment used for the measurement of the Net Electrical Output shall be provided, owned, maintained, inspected, and tested by or on behalf of Seller at Seller's sole cost and expense. Seller shall be responsible for the installation of primary metering equipment (current transformers and potential transformers) in the electrical systems of the Generating Facility.

Section 7.02 Testing and Calibration

Seller shall perform (or cause to be performed), at its expense, annual testing, and calibration of the electric meters in accordance with Prudent Electric Industry Practices and all requirements of the CAISO Tariff and CAISO Meter Service Agreement. Seller shall give City reasonable advance notice of any inspection, testing, or calibration of the electric meters. City shall have the right to have a representative or designee present at such inspection, test, or calibration of the electric meters.

Section 7.03 Inaccurate Meters

If the electric meter(s) is found to be inaccurate, Seller shall promptly cause such electric meter(s) to be corrected at its sole cost and in accordance with Prudent Electric Industry Practices and as required by the CAISO. Seller shall bear any and all costs, fines or penalties imposed by the CAISO as a result of the inaccurate meters. Upon discovering an inaccuracy in the electric meter of two percent (2%) or greater, Seller shall promptly recalculate all invoices to the extent necessary to correct any amounts billed in error as a result of such inaccuracy; provided, further, in the event of an inaccurate meter, City shall only be responsible to pay for Net Electrical Output that it is actually credited with receiving in accordance with the CAISO Tariff whether that be more or less than what was previously metered. If the time period of inaccuracy of the meter is not known, adjustment will be made in accordance with CAISO approved Tariff.

Section 7.04 Monitoring System

Seller agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer. Seller, at a minimum, shall provide information regarding the Net Electrical Output of the Generating Facility. Seller shall also provide City with historical operating data for the Generating Facility (1) to the extent it had been maintained by and is available to Seller and (2) in the form historically used by Seller. Seller shall authorize City, as part of City's Scheduling Coordinator services, to view the Generating Facility' CAISO on-line meter data by identifying City as an authorized user with "read only" privileges.

Section 7.05 Billing Period

All invoices submitted pursuant to this Agreement shall be based on the calendar month. As soon as practicable after the last day of each month, but in no event later than the tenth (10th) day of the following month, each Party will render to the other Party an invoice for the payment obligations, if any, incurred hereunder during such calendar month.

Section 7.06 Timeliness of Payment

All invoices under this Agreement shall be due and payable on or before the later of the twentieth (20th) day of the month in which the invoice is received, or the tenth (10th) Business Day after receipt of the invoice ("Due Date"). Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the Due Date will be deemed delinquent and will accrue interest at the Interest Rate, with such interest to be calculated from and including the Due Date to but excluding the date the delinquent amount is paid in full.

Section 7.07 Disputes and Adjustments

A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within 60 calendar days after the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed amount of the invoice shall be made when due (and subject to late charges in the same manner as if there had not been any dispute), along with notice of the dispute given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall

state the basis for the dispute or adjustment in reasonable detail. The Parties agree to use good faith efforts to resolve the dispute or identify the adjustment as soon as possible. If the Parties are unable to resolve the dispute, the matter shall be resolved in accordance with the dispute resolution procedures described in Section 14.05. Upon resolution of the dispute by the Parties, any required payment or refund of any overpayment shall be made as a true up on the next month's billing cycle along with interest accrued at the Interest Rate from and including the Due Date, but excluding the date paid. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 8.03 within 60 calendar days after the invoice is rendered or any specific adjustment to the invoice is made. In the event that the PG&E gas transportation rate to the Generation Facility is adjusted retroactively, adjustment to prior invoices shall be allowed even if they exceed the 60 calendar day limitation above. If an invoice is not rendered within four (4) months after the close of the month during which electricity is delivered, the right to payment for such performance is waived.

ARTICLE VIII EVENTS OF DEFAULT

Section 8.01 Events of Default

An "Event of Default" shall mean, with respect to a Party (the "Defaulting Party"), the occurrence of any of the following:

- a) Failure by a Party to make, when due, any payment required pursuant to this Agreement, if such failure is not remedied within fifteen (15) days after receipt of written notice from the other Party;
- b) Except as otherwise specified herein, failure by a Party to perform any other covenant or obligation set forth in this Agreement, if such failure is not remedied within sixty (60) days after receipt of written notice from the other Party; provided, however, that if the Party has commenced to cure its performance failure within the sixty (60) day period and thereafter continues to prosecute the curing of same with reasonable diligence, then the time within which such performance failure may be cured shall be extended for such period as may be reasonably necessary to complete the cure;
- c) Any representation or warranty made by a Party in Article XI or Section 13.04 of this Agreement that is false or misleading in any material respect when made and is not cured within ten (10) business days after written notice of the default is received by the Defaulting Party from the Non-Defaulting Party;
- d) A Party becomes bankrupt, or an involuntary proceeding is initiated against the Party under bankruptcy or insolvency laws, which involuntary proceeding is not dismissed for sixty (60) consecutive days; or
- e) Seller consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of Seller under this Agreement to which it or its

predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to City.

Section 8.02 Termination and Calculation of Settlement Amounts.

(a) If an Event of Default shall have occurred and be continuing beyond the applicable cure period, the Party not in default (the "Non-Defaulting Party"), upon written notice to the Defaulting Party, shall have the right, in its sole discretion, to take any or all of the following actions: (i) to declare an early termination by providing a Notice of Termination, (ii) to withhold any payments due to the Defaulting Party under this Agreement, and (iii) to suspend performance. In the event of early termination, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount as of the Early Termination Date.

(b) As soon as practicable after a Notice of Termination has been delivered, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Settlement Amount, if any, due to the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Settlement Amount shall be paid by the Defaulting Party to the Non-Defaulting Party within twenty (20) Business Days after the delivery of such notice.

(c) If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Settlement Amount, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of Non-Defaulting Party's calculation of the Settlement Amount, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Resolutions of disputes under this Section 8.02 shall be resolved using the dispute resolution process described in Section 14.05.

Section 8.03 Force Majeure

To the extent either Party is prevented by a Force Majeure Event from carrying out, in whole or in part, its obligations under this Agreement (other than a payment obligation), the failure to carry out such obligations shall not constitute a breach or Event of Default hereunder. Each Party shall be obligated to use commercially reasonable efforts to mitigate the adverse effect and duration of any Force Majeure Event that affects such Party's performance of its obligations under this Agreement. As soon as practicable after a Force Majeure Event results in a failure to carry out any obligations hereunder, the Party claiming Force Majeure (the "Claiming Party") shall notify the other Party ("Non-Claiming Party") verbally or in writing. As soon as possible thereafter, the Claiming Party shall give the Non-Claiming Party a written notice describing (to the extent known to the Claiming Party after reasonable diligence) the Force Majeure Event, its cause, the conditions resulting from the Force Majeure Event, an initial assessment of the effect of the Force Majeure Event on the performance of the Claiming Party's obligations hereunder, and the Claiming Party's plans for remedying or mitigating the effect of the Force Majeure Event, including the anticipated duration of the Force Majeure Event and the Claiming Party's best estimate as to the length of time necessary to remedy the Force Majeure Event. The Claiming Party shall update this written notice as additional information becomes available to it. The Claiming Party shall also provide notice to the Non-Claiming Party of the cessation of the impact of the Force Majeure Event and the Claiming Party's intent and ability to recommence performance of its obligations under this Agreement, which notice shall be given as soon as possible following the time the Claiming Party knows it will resume performance of its obligations under this Agreement. During any period when the Claiming Party's performance is suspended due to Force Majeure, the Non-Claiming Party shall not be required to

perform its obligations under this Agreement that correspond directly (and in proportion) to the obligations of the Claiming Party for which performance is suspended.

ARTICLE IX TERMINATION

Section 9.01 Termination

This Agreement shall continue in effect for the entire Term unless earlier terminated as follows:

- a) By the mutual written agreement of the Parties;
- b) By either Party, if a Force Majeure Event prevents performance of a Party's obligations under this Agreement for a period of twelve (12) consecutive months during the Term (such termination right does not accrue until the day after such period of twelve (12) consecutive months has elapsed); provided, however, that (i) such termination right must be exercised, if at all, by providing written notice to the other Party not later than thirty (30) days after the date that the termination right accrues, (ii) performance by the Claiming Party continues to be suspended at the time the Notice of Termination is rendered, (iii) if a Notice of Termination is not provided by the date specified in subpart (i) above (in this Section 10.01(b)), then the right to terminate under this Section 10.01(b) shall be waived, and (iv) in the event of such termination, neither Party shall have any further liability or obligation to the other Party hereunder;
- c) By the Non-Defaulting Party, as provided in Section 9.02.

Section 9.02 Notice of Termination

Any termination hereunder shall be effected by delivery of a written "Notice of Termination" specifying the basis therefore and the date upon which termination becomes effective. The termination date shall occur no later than forty-five (45) days from the date of delivery of the Notice of Termination. Thereafter, each Party will render to the other Party a final invoice for the payment obligations, if any, incurred up to the termination date, exclusive of the Settlement Amount, if any, which shall be payable in accordance with Section 9.02(b).

Section 9.03 Settlement

Upon the termination of this Agreement, the Parties shall, in good faith and to the best of their ability, do all things necessary and proper to ensure the efficient, proper settlement of all outstanding matters pertaining to the terminated Agreement.

**ARTICLE X
REPRESENTATIONS, WARRANTIES & COVENANTS**

Section 10.01 Representations and Warranties

As of the Effective Date, each Party represents and warrants to the other Party that:

- a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and is authorized to do business in the State of California;
- b) The execution, delivery, and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;
- c) This Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies;
- d) It is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it, which would result in it being or becoming bankrupt;
- e) There is not pending or, to its knowledge, threatened against it, or any of its affiliates, any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;
- f) Execution of this Agreement, and performance of the obligations hereunder, shall not, by the delivery of notice or the lapse of time or both, constitute a default under any agreement to which the Party making this representation is a party;
- g) It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement;

Section 10.02 Designated Personnel

Each Party shall designate, in a writing provided on or before the Effective Date and as updated from time to time at the discretion of that Party, its emergency contact personnel. The Parties agree that from time to time, the Generating Facility may be operated remotely; however, Seller shall have designated personnel readily available to respond to an emergency at any Generating Facility within no more than eight (8) hours.

ARTICLE XI INDEMNIFICATION

Each Party agrees to defend, indemnify, and hold each other, and their respective officers, directors, employees and agents, harmless from and against all claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "Damages") for personal injury or death to persons and damage to each other's physical property or Facility or the property of any other person to the extent arising out of, resulting from, or caused by the negligent or intentional and wrongful acts, errors, or omissions of the indemnifying Party. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees, but the indemnifying Party's liability to pay Damages to the indemnified Party shall be reduced in proportion to the percentage by which the indemnitees' negligent or intentional acts, errors or omissions caused the Damages. Neither Party shall be indemnified for its Damages resulting from its sole negligence or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

City shall defend, indemnify and hold Seller and its officers, directors, employees and agents harmless from and against all claims, demands, losses, liabilities, penalties, fines and expenses (including reasonable attorneys' fees) arising out of or connected with the performance (or failure of performance) of the Scheduling Coordinator.

ARTICLE XII DAMAGES; LIMITATION ON LIABILITY

Section 12.01 Direct Damages

For all claims, causes of action and damages the Parties shall be entitled to the recovery of any actual, direct damages plus costs, as allowed by law, except as otherwise limited by this Agreement. Except as otherwise specified herein, neither the enumeration of Events of Default in Section 9.01, nor the termination of this Agreement by a Non-Defaulting Party pursuant to Article X, shall limit the right of a Non-Defaulting Party to rights and remedies available at law, including claims for breach of contract or failure to perform by the other Party and for the recovery of actual, direct damages incurred by the Non-Defaulting Party as a result of the termination of this Agreement.

Section 12.02 Limitation on Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LIABILITY FOR A BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SHALL BE LIMITED TO SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WHICH SHALL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES, PLUS COSTS, ONLY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES OR

LOSSES, INCLUDING LOSS OF UTILIZATION OR USE, LOSS OF OPPORTUNITY, LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, EXCEPT TO THE EXTENT PAYABLE UNDER ARTICLE XII PURSUANT TO A THIRD PARTY CLAIM.

ARTICLE XIII MISCELLANEOUS

Section 13.01 Confidentiality

Buyer is a local government agency and is subject to provisions of the California Public Records Act (California Government Code Sections 6250 *et. seq.*). In the event that a Party, (the "Disclosing Party"), contends that any information disclosed or required to be disclosed to the other Party pursuant to this Agreement is confidential ("Confidential Information"), the Disclosing Party shall clearly identify such documents or other information as such before transmitting the same to the other Party. In the event that any request for Confidential Information or a claim or action is filed against either Party pursuant to the Public Records Act seeking the disclosure of any Confidential Information provided by the Disclosing Party, the Party subject to the request for Confidential Information, claim or action shall notify the Disclosing Party in writing of such fact and, if the Disclosing Party elects to contest the disclosure of Confidential Information, or to seek protections of the Confidential Information from the requesting party, then the Disclosing Party shall thereupon, at its own cost and expense, assume responsibility for responding to such request claim or action. The Parties shall cooperate on reasonable terms as required for the Disclosing Party to respond to such request, claim or action. The Parties agree to abide by the final decision of a court of competent jurisdiction in connection with such request, claim or action.

Section 13.02 Liability

The Parties shall cooperate in any lawful efforts to prevent release or protection of the Confidential Information; however, neither Party shall be required to expend any monies in excess of the cost of notifying the Disclosing Party by telephone, facsimile and/or mail of the pending request for the Confidential Information. So long as the Parties comply with the provisions of notification set forth in this Agreement, neither Party shall be liable for, and Seller and City hereby release each other from, any liability for any damages arising from any requirement under the law that City or Seller release Confidential Information to a requestor, and such release includes the officers, commissioners, employees, agents, council members, and directors, as those terms may apply to each Party hereto, without limitation.

Section 13.03 Exclusivity

During the Term of this Agreement, Seller shall not sell or otherwise dispose of the Product or any portion thereof to any third party, except as otherwise provided in this Agreement.

Section 13.04 Title and Risk of Loss

Title to and risk of loss related to the Product shall transfer from Seller to City at the Delivery Point. Seller covenants that any Product delivered to City shall be free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

Section 13.05 Dispute Resolution and Mediation

No civil action with respect to any dispute, claim or controversy (“Dispute”) arising out of or relating to this Agreement may be commenced until the procedures set forth in this Section 13.05 have been complied with by the Parties.

(a) The Dispute has been subject to an attempted resolution, by an officer(s) or official(s) identified by each Party (“Dispute Resolution”), which Dispute Resolution shall occur within ten (10) business days of receipt of a notice of dispute from the disputing Party setting forth the subject of the Dispute and the relief requested.

(b) If the Dispute Resolution required under Section 13.05 (a) is unsuccessful, either Party may commence mediation by providing to the other Party a written notice of mediation, setting forth the subject of the dispute and the relief requested.

- i. Said mediation shall take place at a mutually agreeable location designated by the Parties. If the Parties are unable to mutually agree upon a location for the mediation, the mediator shall choose a location mutually convenient for each Party.
- ii. Each Party agrees to participate in up to eight (8) hours of mediation before resorting to litigation. Unless otherwise extended by the Parties, such meditation shall occur within twenty (20) business days of the commencement of meditation.
- iii. The Parties may agree on one mediator. If the Parties are unable to agree on a mediator, each party shall select one mediator, and the selected mediators shall independently agree upon the mediator who will hear the dispute.
- iv. Either Party may seek injunctive relief prior to the mediation to preserve the status quo pending the completion of that process. Except for an action to obtain such injunctive relief, neither Party may commence a civil action with respect to the matters submitted to mediation.
- v. The mediation meeting shall not exceed eight (8) hours, unless the Parties may agree to extend the time allowed for mediation. Mediation may continue after the commencement of a civil action, if the Parties so agree.

The costs of the mediator shall be borne by the Parties equally. However, all other costs, fees, expenses and any attorney's fees related to such mediation activities are to be paid by the Party having incurred such costs, fees, expenses and any attorney's fees.

(c) The provisions of this Section 13.05 may be enforced by any court of competent jurisdiction.

Section 13.06 Assignment

The rights and obligations of this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. City may furthermore use any qualified, CAISO certified agent it so designates for scheduling and billing purposes, so long as City remains responsible for all of its obligations under this Agreement. Any purported assignment of this Agreement or any portion thereof, in the absence of the required consent shall be void. Notwithstanding the above, no

assignment or consent to assignment shall be required from Buyer if Seller, or the manufacturing facility serviced by the Generating Facility, is sold to or acquired by a third party and the Generating Facility is part of the acquired assets or the granting of a security interest in the Generating Facility in connection with any borrowing to construct, operate or maintain the Generating Facility.

Section 13.07 Governing Law; Venue

This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of California. The venue shall be proper in state and federal courts located in a neutral location as agreed by the Parties.

Section 13.08 Notices

All notices required or permitted under the terms of this Agreement, except as herein otherwise provided, shall be in writing and shall be communicated by prepaid mail, facsimile or email addressed to the respective Party at the address below or to such other address as respectively designated hereafter in writing from time to time:

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

<p>Office of the Director of Electric Utility City of Santa Clara 1500 Warburton Avenue Santa Clara, California 95050 or by facsimile at 408-988-8021</p>	<p>With a copy to: City of Santa Clara Office of the City Attorney 1500 Warburton Avenue Santa Clara, California 95050 or by facsimile at 408-249-7846</p>
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And to Seller addressed as follows:

<p>Office of the General Manager Graphic Packaging International, Inc. 2600 De La Cruz Boulevard Santa Clara, California 95050</p>	<p>With a copy to: Graphic Packaging International, Inc. 1500 Riveredge Parkway NW, Suite 100 Atlanta, Georgia 30328 Attention: Office of the General Counsel, 9th Floor</p>
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If notice is sent via facsimile or email, a signed, hard copy of the notice shall also be mailed. The Business Day on which the facsimile or email was sent shall control the date notice was deemed given. A facsimile or email transmitted after 1:00 p.m. on any Friday, or on the last Business Day immediately preceding a holiday or weekend, shall be deemed to have been transmitted on the next Business Day.

Section 13.09 Audit

Each Party has the right upon reasonable notice to the other Party, at its sole expense and during the other Party's normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party statements evidencing the quantity of Net Electrical Output delivered at the Delivery Point.

Section 13.10 Joint Effort

The Parties acknowledge and agree that each Party and its counsel have read this Agreement in its entirety, fully understand it, and accept its terms and conditions. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party is not applicable and therefore shall not be employed in the interpretation of this Agreement or any amendment of it.

Section 13.11 Relationship of the Parties

The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. The Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Seller and Buyer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. A Party shall not have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or act as or be an agent or representative of or otherwise bind the other Party.

Section 13.12 No Third Party Beneficiary

The Parties mutually agree that this Agreement is for their sole benefit and is not intended by them to be, in part or in whole, for the benefit of any third party.

Section 13.13 Counterparts

This Agreement may be executed by facsimile or PDF and in any number of counterparts, and upon execution by the Parties, each executed counterpart shall have the same force and effect as an original instrument and as if the Parties had signed the same instrument.

(Continued on Page 17 of 17)

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Section 13.14 Entire Agreement

This Agreement, when executed and delivered, shall constitute one, single integrated agreement and sets forth the entire agreement by and between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties. All Exhibits attached to this Agreement are made a part hereof and incorporated herein by this reference. In the event of a conflict or an inconsistency between this Agreement and any Exhibits hereto, the terms of this Agreement shall control.

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

"Buyer"

**GRAPHIC PACKAGING INTERNATIONAL, INC.
a Delaware corporation**

Date: _____
By: _____
Title: DAVID W. SCHEIBLE
President, Chief Executive Officer and
Chairman
Address: 1500 Riveredge Parkway, Suite 100
Atlanta, Georgia 30328
Telephone: (770) 240-6016
Fax: (770) 937-9109

"Seller"

LIST OF EXHIBITS

Exhibit A	Definitions
Exhibit B	Description of Generating Facility
Exhibit C	Insurance Requirements
Exhibit D	Operations Forecasts and Scheduling Protocols
Exhibit E	Contract Price
Exhibit F	Payment / Wire Instructions
Exhibit G	City (Buyer) Contacts
Exhibit H	Graphic Packaging International (Seller) Contacts
Exhibit I	Seller's Insurance Information

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
GRAPHIC PACKAGING INTERNATIONAL, INC.**

EXHIBIT A

DEFINITIONS

The following terms shall have the following meaning for purposes of this Agreement.

1. “Agreement” shall mean this Power Purchase and Sale Agreement, which may also be referred to as the Power Purchase Agreement.
2. “Ancillary Services” means regulation (including load following), spinning reserves, non-spinning reserves, and replacement reserves (in each case as defined by the CAISO Tariff) associated with a given Generating Facility, as applicable, and all other products deemed to be ancillary services by the CAISO or FERC as of the Execution Date or any future date during the Delivery Term.
3. “Annual Operations Forecast” has the meaning set forth in Exhibit D.
4. “Business Day” means a day other than Saturday, Sunday or any day on which banks located in San Francisco, California are authorized or obligated to close.
5. “CAISO” means the California Independent System Operator Corporation, or its functional successor.
6. “Capacity Attributes” means any and all current or future defined characteristics, certificates, tags, credits, Ancillary Service attributes, or accounting constructs, including but not limited to Integrated Forward Market Load Uplift Obligation as defined with CAISO Tariff Appendix A Master Definitions Supplement, howsoever entitled, including Resource Adequacy attributes, flexible capacity attributes, and any tracking or accounting associated with the foregoing, attributed to or associated with Installed Capacity and the electricity generating capacity of the Generating Facility, or any unit of electricity generating capacity of the Generating Facility during the Term.
7. “CEC” means the California Energy Commission, or any successor government agency.
8. “City” has the meaning set forth in the Preamble.
9. “Claiming Party” means the Party claiming Force Majeure as set forth in Section 8.03.
10. “Conditions Precedent” has the meaning set forth in Section 2.03.
11. “Confidential Information” has the meaning set forth in Section 13.01.
12. “Contract Price” has the meaning set forth in Section 6.01.

13. “Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party in entering into new arrangements which replace this Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Agreement.
14. “CPUC” means the California Public Utilities Commission, or any successor government agency.
15. “Damages” has the meaning set forth in Article XII.
16. “Defaulting Party” has the meaning set forth in Section 8.01.
17. “Delivery Point” means the point at which the Output will be delivered by Seller and received by Buyer, as specified in Exhibit B [Description of Generating Facility]
18. “Disclosing Party” means the Party that transmits documents containing Confidential Information pursuant to this Agreement.
19. “Due Date” has the meaning set forth in Section 7.05.
20. “Early Termination Date” has the meaning set forth in Section 8.02.
21. “Effective Date” has the meaning set forth in the Preamble.
22. “Energy” means the power, measured in kilowatt hours that: (i) a Unit produces in the form of three phase alternating current having a nominal frequency of 60 cycles per second, a power factor of 1.0 and a voltage as specified in the Interconnection Agreement; and (ii) meets all requirements set forth in the Interconnection Agreement
23. “Event of Default” has the meaning set forth in Section 8.01.
24. “FERC” means the Federal Energy Regulatory Commission, or successor government agency.
25. “Force Majeure”: [Which is it? – the definition below, or the one in Section 8.03]
 - a) Definition. “Force Majeure Event” shall mean any event or circumstance not within the reasonable control, directly or indirectly, of the Party affected thereby and may include, subject to 28 (b) and (c) below:
 - i. Acts of God such as storms, floods, lightning, and earthquakes;
 - ii. Sabotage or destruction by a third party of Facility and equipment relating to the performance by the affected Party of its obligations under this Agreement;
 - iii. Transmission System or generating equipment failure;
 - iv. War, riot, acts of a public enemy or other civil disturbance;
 - v. Strike, walkout, lockout or other significant labor dispute;
 - vi. Curtailment by the CAISO, or its successor, but only to the extent that the CAISO declares a “Force Majeure” under the CAISIO Tariff; or

- vii. Failure or delays by the Transmission Provider or the CAISO in entering into, or performing under, all agreement with Seller contemplated by this Agreement.
- b) Exclusion. “Force Majeure Event” does not include the following:
- i. Economic hardship of either Party;
 - ii. An Outage, except if caused directly by an event or circumstance that meets the requirements set forth in this Definition Section 27;
 - iii. Failure or delay in the granting of Permits;
 - iv. Curtailment or interruption of transmission services, other than by the CAISO where the CAISO declares a “Force Majeure” under the CAISO Tariff.
- c) Excuse. Subject to 27 (d) below, and except as expressly set forth herein, neither Party shall be considered in default under this Agreement for any delay or failure in its performance under this Agreement (including any obligation to deliver or accept Output) if such delay or failure is due to a Force Majeure Event, but only to the extent that:
- i. Such Force Majeure Event is not attributable to fault or negligence on the part of that Party;
 - ii. Such Force Majeure Event is caused by factors beyond that Party’s reasonable control; and
 - iii. Despite taking all reasonable, technical and commercial precautions and measure to prevent, avoid, mitigate or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate, or overcome such event or consequences.
- d) Conditions. In addition to the conditions set forth in Section 27 (a) above, a Party may rely on a claim of a Force Majeure Event to excuse its performance only to the extent that such Party:
- i. Provides prompt notice of such Force Majeure Event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;
 - ii. Exercises all reasonable efforts to continue to perform its obligations under this Agreement;
 - iii. Expeditiously takes action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the problem; provided, however, that settlement of strikes or other labor disputes shall be completely within the sole discretion of the Party affected by such strike or labor dispute;
 - iv. Exercises all reasonable efforts to mitigate or limit damages to the other Party; and
 - v. Provides prompt notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.
26. “Forced Outages” has the meaning set forth in Exhibit D.
27. “Generating Facility” has the meaning set forth in the Recitals and Exhibit B.
28. “Governmental Approvals” means all applicable regulatory authorizations, approvals and permits necessary for the construction and continuous operation of the Facility, and all contracts

required for construction and operation of the Facility, including an executed Interconnection Agreement.

29. “Governmental Charges” means all taxes, fees, or charges imposed by any government authority.
30. “Governmental Authority” means any federal, state or local government, or political subdivision thereof, including, without limitation, any municipality, township or county, or any entity or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, without limitation, any corporation or other entity owned or controlled by any of the foregoing.
31. “Installed Capacity” means the gross generating capability of Generating Facility to produce Energy, including any generating capacity that may be counted toward meeting a Resource Adequacy requirement or any other similar measure imposed on load serving entities by the CPUC, the CEC, the CAISO, or the FERC.
32. “Interconnection” means construction, installation, operation and maintenance of all Interconnection Facilities.
33. “Interconnection Agreement” means the agreement between Seller and City dated _____ pursuant to which Seller and City set forth the terms and conditions for Interconnection of the Facility to the City’s electric transmission and distribution facilities, as amended from time to time.
34. “Interconnection Facilities” means all the Facilities installed for the purpose of interconnecting the Generating Facility to the Transmission System, including, but not limited to, transformers and associated equipment, relay and switching equipment and safety equipment.
35. “Interest Rate” means the prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or, if not published or online on such day, on the most recent preceding day on which published or online), plus two percent (2%).
36. “Losses” means, with respect to the Non-Defaulting Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement, determined in a commercially reasonable manner.
37. “MW” means megawatt, or 1,000 kilowatts of electric Energy generating capacity.
38. “MWh” means megawatt hour, or 1000 kWh of electric Energy.
39. “Meter Service Agreement” has the meaning set forth in the ISO Tariff.
40. “Net Electrical Output” means the output of electrical Energy produced by the Facility, less any Energy used by seller from the Generating Facility, as such output is measured by the meter at the Delivery Point.
41. “Non-Claiming Party” has the meaning set forth in Section 8.03.
42. “Non-Defaulting Party” has the meaning set forth in Section 8.02.

43. “Notice of Termination” has the meaning set forth in Section 9.02.
44. “Participating Generator Agreement” has the meaning set forth in the ISO tariff.
45. “Parties” means City and Seller, and their respective successors and permitted assignees.
46. “Party” means City or Seller, and each such Party’s respective successors and permitted assignees.
47. “Person” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity.
48. “PG&E” means Pacific Gas and Electric Company.
49. “PG&E System” means the electric power generation, transmission, substation and distribution facilities owned, operated and/or maintained by PG&E.
50. “Planned Outage” means, for Generating Facility, any planned reduction or suspension of the Energy generation from the Project or unavailability of the Project in whole or in part as a result of the service, inspection, maintenance, general overhaul or repair of equipment that is scheduled in accordance with Exhibit D.
51. “Premises” means real property upon which the Generating Facility and certain other of Seller’s Facility, is located.
52. “Product” means, collectively, the Net Electrical Output, the Installed Capacity, and any Resource Adequacy attributes, Ancillary Services attributes, and Capacity Attributes that are available from the Generating Facility during the Term of the Agreement.
53. “Prudent Electric Industry Practices” means those practices, methods and equipment, as changed from time to time, that: (i) when engaged in, or employed, are commonly used in the State of California in prudent electrical engineering and operations to operate electricity equipment lawfully and with safety, reliability, efficiency and expedition; or (ii) in the exercise of reasonable judgment considering the facts known, when engaged in could have been expected to achieve the desired result consistent with applicable law, safety, reliability, efficiency and expedition.
54. “Quarterly Operations Forecast” has the meaning set forth in Exhibit D.
55. “Resource Adequacy” means the procurement obligation of load serving entities, including Buyer, as those obligations may be altered from time to time.
56. “Schedule” has the meaning set forth in the CAISO Tariff.
57. “Scheduling Coordinator” has the meaning set forth in Appendix A to the CAISO Tariff, as may be amended from time to time.

58. “Settlement Amount” means, with respect to the Non-Defaulting Party, the sum of the Losses and Costs, expressed in U.S. Dollars, which such party incurs as a result of the termination of this Agreement pursuant to Section 9.02.
59. “Seller” has the meaning set forth in the Preamble.
60. “Seller’s Interconnection Costs” has the meaning set forth in Section 6.02.
61. “System Emergency” means conditions beyond the normal control of the CAISO, PG&E and/or City that affect the ability of transmission lines and associated facilities to function normally, including any abnormal system condition which requires immediate manual or automatic action to prevent loss of load, equipment damage, or tripping of system elements which might result in cascading outages or to restore system operation to meet the minimum operating reliability criteria.
62. “Term” has the meaning set forth in Section 2.01.
63. “Unit” means the Generating Facility described in Exhibit B.
64. “Unit Contingent” means that the Energy to be delivered by Seller to Buyer will be supplied only from the Unit and only to the extent that the Unit is in operation.
65. “WECC Preschedule” means **[to be inserted]**
66. “Weekly Update” has the meaning set forth in Exhibit D.

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
GRAPHIC PACKAGING INTERNATIONAL, INC.**

EXHIBIT B

DESCRIPTION OF GENERATING FACILITY

Seller's Generating Facility is located at 2800 De La Cruz Blvd, Santa Clara, California. The Generating Facility is a topping-cycle cogeneration facility as defined in 18 CFR Part 292. The Generating Facility can produce 25,800 kW of capacity at full output. Seller is expected to supply approximately 17,000 kW of capacity to Buyer, as will be adjusted based upon the Seller's use of electrical and thermal energy, ambient temperatures and other factors impacting Energy production.

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
GRAPHIC PACKAGING INTERNATIONAL, INC.**

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Seller's indemnification of the City and prior to commencing any of the services required under this Agreement, the Seller shall provide 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 or equivalent, in the discretion of City:

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
\$3,000,000 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 Seller; 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 Seller 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, Seller 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 Seller 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 Seller 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 Seller'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 CG 20 26 04 13.

2. Primary and non-contributing. Each insurance policy provided by Seller shall contain language or be endorsed to contain wording making it primary insurance, except for gross negligence or willful misconduct, 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 City may possess shall

be considered excess insurance only and shall not be called upon to contribute with Seller's insurance, if such "primary and non-contributing" coverage is included in the text.

3. General Aggregate. The general aggregate limit shall apply per location.;
4. Cancellation.
 - (a) Each insurance policy shall contain language or be endorsed to reflect that no cancellation 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 except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Seller and City agree as follows:

1. Seller agrees to be responsible for ensuring that no contract used by Seller reserves the right to charge City 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.
2. The City reserves the right to withhold payments from the Seller 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, Seller shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with the endorsements 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. Seller 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.

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
GRAPHIC PACKAGING INTERNATIONAL, INC.**

EXHIBIT D

OPERATIONS FORECASTS AND SCHEDULING PROTOCOLS

This exhibit shall be updated, if necessary and subject to mutual agreement of the Parties (in each Party's sole discretion), in the event the CAISO or the existing balancing authority modifies or amends applicable reporting, scheduling, or other rules/protocols.

1. Annual Operations Forecast

- 1.1. No later than October 1st of each year of the Term of this Agreement, Seller will provide City with a non-binding annual operations forecast detailing hourly expected generation and all proposed Planned Outages for the next calendar year ("Annual Operations Forecast"). The Annual Operations Forecast for the first calendar year shall be provided no later than thirty (30) days prior to the Delivery Date. City will approve or require reasonable modifications to the proposed Annual Operations Forecast within thirty (30) calendar days of receipt of the Annual Operations Forecast. If the City has not responded within thirty (30) calendar days of receipt of the Annual Operations Forecast, then such Annual Operations Forecast will be deemed approved by the City
- 1.2. City may request modifications to the proposed Planned Outages in the Annual Operations Forecast at any time, and Seller shall use commercially reasonable efforts to accommodate City's requested modifications provided such modifications do not adversely impact the output of the Generating Facility, or cause Seller's costs to increase or revenues to decrease. If Seller's costs increase or revenues decrease, Seller shall not be required to make the Buyer's requested change in the proposed planned outages in the Annual Operations Forecast unless the Buyer agrees in advance to pay the increase in Seller's costs and Seller's loss in revenue, as applicable.
- 1.3. Seller shall not conduct planned outages at times other than as set forth in its Annual Operations Forecast, unless approved in advance by City, which approval shall not be withheld or delayed unreasonably.
- 1.4. Seller shall not conduct planned outages during the months of June, July, August, and furthermore, shall coordinate the outages with the City.

2. Quarterly Operations Forecasts

2.1. Quarterly Operations Forecast

- 2.1.1. Twenty (20) days prior to the beginning of each calendar quarter, Seller shall provide a quarterly operations forecast by hour of expected generation and all proposed planned outages as previously approved by the City (“Quarterly Operations Forecast”).
- 2.1.2. Quarterly Operations Forecast will also include any requested additions or modifications to planned outages for the next twelve (12) months.
- 2.1.3. City will approve or require reasonable modifications to the proposed Quarterly Operations Forecast within ten (10) calendar days of receipt of the Quarterly Operations Forecast. If the City has not responded within ten (10) calendar days of receipt of the Quarterly Operations Forecast, then such Quarterly Operations Forecast will be deemed approved by the City.
- 2.1.4. If required by City, Seller will provide a modified Quarterly Operations Forecast to City no later than seven (7) calendar days after receipt of required modifications from City.

2.2. Weekly Update

- 2.2.1. No later than 2:00 p.m. each Wednesday prior to the following week (Sunday through Saturday), Seller shall provide an electronic update, in a format specified by City, to the Quarterly Operations Forecast for the next seven (7) calendar days (“Weekly Update”).
- 2.2.2. The Weekly Update shall include hourly expected generation and all proposed planned outages.
- 2.2.3. Notwithstanding anything to the contrary, if Seller has submitted a Quarterly Operations Forecast to the City and there are no planned changes for a particular week from such Quarterly Operations Forecast, then Seller does not have to submit a Weekly Update for such week to City.

3. Outage Detail for Annual and Short Term Operations Forecasts

Outage information provided by Seller is to include, to the extent such information is available, start and stop time of outage, capacity out of service (kW), equipment out of service, and reason for the outage.

4. General Scheduling Protocols

- 4.1. Daily modifications to forecasts. Unless otherwise mutually agreed, Seller may make changes to the weekly forecasts by providing such changes to City prior to 8:00 a.m. two (2) Business Days before the active scheduling day.
 - 4.1.1. Active scheduling day as determined by the WECC Preschedule calendar.

- 4.1.2. Example: For power that is forecasted for generation or delivery on Thursday, March 29, changes must be submitted to City no later than 8:00 a.m. on Tuesday, March 27.
- 4.2. Hourly modifications to active forecasts. Unless otherwise mutually agreed, Seller may make changes to active forecasts by providing such changes to City with a minimum of four (4) hours' notice before the active hour to be changed.
 - 4.2.1. Example: For power that is forecasted for generation or delivery in hour ending 3:00 p.m. (for the period from 2:01 p.m. to 3:00 p.m.), changes must be submitted to City no later than 10:00 a.m.
- 4.3. Based on Seller's notification to City, City may modify generation and load schedules for unforeseen circumstances in accordance with the above forecasting timeline constraints and the Scheduling Coordinator Agreement that has been entered into between the City and CAISO (such agreement being the standard CAISO Scheduling Coordinator Agreement without deviations).
- 4.4. In the absence of forecasts as required by this Agreement or this Exhibit, City shall utilize the most current information provided by Seller in the development and submission of the City's schedules.

5. Additional Protocols

- 5.1. To the extent reasonably practicable, Seller is to notify the City of all planned or forced generation outages with the intention of assisting the City with the City's compliance with CAISO Outage Coordination and Enforcement Protocols.
 - 5.1.1. Outage information provided by Seller is to include, to the extent such information is available, start and stop time of outage, capacity out of service (kW), equipment out of service, and reason for the outage.
 - 5.1.2. Unless necessary to avoid a potential emergency condition, planned outages not included in the Annual Operations Forecast, the Quarterly Operations Forecast, or the Weekly Update, shall be provided by Seller to City at least four (4) Business Days prior to the start of the requested outage.
- 5.2. **Forced Outages**
 - 5.2.1. "Forced Outages" are any unplanned reductions in the capability of the Generating Facility.
 - 5.2.2. Forced Outages, to the extent possible, shall be reported by Seller to the City within twenty (20) minutes of such outages.
 - 5.2.3. Notice by Seller to the City of a Forced Outage shall include, to the extent known, the reason for the outage, expected duration of the outage, and the capacity reduction.

- 5.2.4. Within forty-six (46) hours of a Forced Outage, a detailed verbal report shall be provided by Seller to the City specifying, to the extent known, the reason for the outage, expected duration of the outage, capacity reduction, and actions to be taken to mitigate such outage.
- 5.3. Return to Service – Seller shall notify the City as soon as possible whenever a generating unit is returned to service.

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
GRAPHIC PACKAGING INTERNATIONAL, INC.**

EXHIBIT E

(CONFIDENTIAL)

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
GRAPHIC PACKAGING INTERNATIONAL**

EXHIBIT F

PAYMENT / WIRE INSTRUCTIONS

**THE CITY OF SANTA CLARA (Buyer)
WIRE INSTRUCTIONS**

The following information is to be used when wiring funds for deposit to Buyer:

tbd

For information purposes, Seller shall fax or email a copy of the wire instructions to Buyer at [],
Attention [].

The following information is to be used for all other statements or payments to Buyer by mail:

tbd

**Graphic Packaging International (Seller)
WIRE INSTRUCTIONS**

The following information is to be used when wiring funds for deposit to Seller

[To Be Provided]

For information purposes, Buyer shall fax or email a copy of the wire instructions to [*Seller's Name*] at [*Seller's phone number*], Attention [*Seller's relevant contact person*].

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
GRAPHIC PACKAGING INTERNATIONAL**

EXHIBIT G

CITY (BUYER) CONTACTS

1. Contract Management

Name	Phone	Email
tbd		

2. Billing/Invoice Issues

Name	Phone	Email
tbd		

3. City Pre-Scheduling

Monthly, weekly and daily generation schedules are to be provided to City Pre-Scheduling contacts.

Name	Phone	Email
tbd		

4. City Schedule Coordination

All Hour Ahead or Real-Time Schedule changes are to be provided to City Scheduling Coordinator Contacts.

Name	Phone	Email
City Scheduling Coordinator		

5. City Dispatch/Outage Coordination

All planned and/or Forced Outages of Generating Facility are to be provided to City Dispatch/Outage Coordination.

Name	Phone	Email
tbd		

**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
GRAPHIC PACKAGING INTERNATIONAL**

EXHIBIT H

GRAPHIC PACKAGING INTERNATIONAL (SELLER) CONTACTS

1. Contract Management

Name	Phone	Email
Billing/Invoice Issues		
Name	Phone	Email

2. Pre-Scheduling and Dispatch/Outage Coordination

Annual, Quarterly, Weekly and Daily generation schedules:

Name	Phone	Email
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Pre-Scheduling (FAX) (to come)

3. Operator and Real Time Issues

All planned and/or Forced Outages of generation Facility are to be provided to City Dispatch/Outage Coordination.

Name	Phone	Email
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**POWER PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA
AND
GRAPHIC PACKAGING INTERNATIONAL**

EXHIBIT I

SELLER'S INSURANCE INFORMATION

Certificate of Insurance (Example)

No.

Dated:

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions and exclusions of such Policy(ies). This certificate does not amend, extend or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a clam or claims.

Certificate Holder:
To Whom It may Concern

Named Insured and Address:

This certificate is issued regarding: .

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured or Limits of Liability	
COMMERCIAL GENERAL LIABILITY <ul style="list-style-type: none"> • Each Occurrence (including Tenants Legal Liability) • Personal or Advertising Injury Limit • Products & Completed Operations • General Aggregate Limits 				Each Occurrence (including Tenants Legal Liability)	USD 1,000,000
				Employers Liability	USD 1,000,000
				General Aggregate Limit	USD 3,000,000
				Medical Expense	USD 10,000
				Non-Owned Auto	USD 1,000,000
				Personal or Advertising Injury Limit	USD 1,000,000
				Products & Completed Operations Aggregate	USD 1,000,000
UMBRELLA <ul style="list-style-type: none"> • AI/PI Aggregate Limit • Each Occurrence Limit • Excess Coverage other Aggregate Limit • Products Completed Operations Aggregate Limit • Umbrella Coverages Aggregate Limit 				AI/PI Aggregate Limit	USD 9,000,000
				Each Occurrence Limit	USD 9,000,000
				Excess Coverage other Aggregate Limit	USD 9,000,000
				Products Completed Operations Aggregate Limit	USD 9,000,000
				Umbrella Coverages Aggregate Limit	USD 9,000,000
WORKERS COMPENSATION				As Required by Law	



Date: June 17, 2015

To: City Manager for Council Action

From: Deputy City Manager

Subject: Approval of First Amendment to Loan Agreement with Santa Clara Senior Homes LLC to facilitate the transfer of the property located at 2193 Homestead Road from Senior Housing Solutions formerly known as Project Match, Inc. and Assignment and Assumption Agreements to transfer loans

EXECUTIVE SUMMARY:

Senior Housing Solutions (SHS), formerly known as Project Match, Inc., has operated thirteen homes in eight jurisdictions throughout Santa Clara County, which provided affordable group housing for low income senior citizens. In the past two years, SHS and the eight jurisdictions reviewed the business operations of SHS and determined that its scattered site business model of single family homes for group living of low-income residents was not financially viable. One of those residences is located in the City of Santa Clara at 2193 Homestead Road and has been supported by City Home Investment Partnership Act (HOME) and former Redevelopment Agency (RDA) funds. In 1993, the City and the former RDA, entered into separate loan agreements with SHS for the acquisition and substantial rehabilitation of the single-family residence to provide low rent housing for four seniors. The 2193 Homestead Road residence is currently occupied by four residents. The City has been informed that SHS wishes to cede ownership and operation of the 2193 Homestead Avenue home due to financial hardship rendering SHS unable to carry out the responsibilities stipulated in the City's Home Loan Agreement and the former RDA's Affordable Housing Loan Agreement.

In February of 2013, SHS contacted Charities Housing Development Corporation, a California nonprofit public benefit corporation, (Charities) to discuss them assuming ownership of SHS assets and operations. After meeting with the eight jurisdictions and other funders of SHS's properties, and with the agreement of the SHS Board of Directors, Charities agreed to assume fiscal and property management functions of the properties starting on July 1, 2013. Property Management functions were memorialized by a Property Management Agreement (PMA) between Senior Housing Solutions and Charities. Charities received a fee for these services, paid out of the operating budgets for the properties.

Concurrent with the property management of the homes, Charities undertook a detailed feasibility analysis of each SHS property and portfolio in each jurisdiction. Upon completion of this analysis, Charities provided a report to SHS, the jurisdictions and funders to assist all parties in making a final decision on the disposition of the properties. Charities and SHS have agreed that it is in the best interest of the program for Charities to assume ownership and operation of all of these Properties and maintain the SHS model going forward. This will ensure the long term financial health and physical integrity of each home and will ensure that the homes continue to meet the goals and objectives for the residents and the jurisdictions and funders. Charities has created a separate Limited Liability Corporation (LLC) for each jurisdiction and created Santa

City Manager for Council Action

Subject: Approval of Amendment No. 1 to Loan Agreement Between the City of Santa Clara, California and Santa Clara Senior Homes LLC (As Assignee of Project Match, Inc.); Assignment and Assumption Agreement (2193 Homestead Road, Santa Clara, CA - \$144,126 Loan); and Assignment and Assumption Agreement (2193 Homestead Road, Santa Clara, CA - \$113,280 Loan)

June 15, 2015

Page 2

Clara Senior Homes LLC (SCSH) to take ownership of the Homestead house. Accordingly, the City must assign its Loan Agreements from Project Match, Inc. or Senior Housing Solutions, as applicable, to Santa Clara Senior Homes LLC.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

In the City's five year Consolidated Plan for the use of federal funds, senior citizens are identified as a high priority special needs population in need of affordable housing. The Homestead house provides four units of affordable housing for very-low income seniors citizens. If the house were to cease operations, the four existing residents would need to be relocated to other housing units and the City would lose four units of affordable housing. By transferring the ownership to SCSH, the City will be able to preserve four units of affordable housing to senior citizens.

ECONOMIC/FISCAL IMPACT:

Invested in the project are \$113,280 in HOME funds and \$144,126 in former RDA housing set-aside funds. SCSH will assume the former RDA loan and restrictive covenants of both the HOME and former RDA programs. The HOME loan was considered paid in full in 2008, but the covenants required by this funding source still apply to this property. The former RDA loan has a remaining balance of \$115,762. The former RDA loan is deferred until 2023 and the covenants for both the HOME and former RDA loans expire in 2023. SCSH has requested \$20,000 for the transfer costs and plans to complete the transfer by June 30, 2015. The transfer costs include, but are not limited to transfer taxes, title insurance, recording fees, and title reports. There are sufficient funds appropriated in the City Affordable Housing Fund 565-5544-80400-5210 to cover the transfer costs of \$20,000.

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City Manager for Council Action

Subject: Approval of Amendment No. 1 to Loan Agreement Between the City of Santa Clara, California and Santa Clara Senior Homes LLC (As Assignee of Project Match, Inc.); Assignment and Assumption Agreement (2193 Homestead Road, Santa Clara, CA - \$144,126 Loan); and Assignment and Assumption Agreement (2193 Homestead Road, Santa Clara, CA - \$113,280 Loan)

June 19, 2015

Page 3

RECOMMENDATION:

That the Council:

- 1) Approve and authorize the City Manager to execute the First Amendment to Loan Agreement with Santa Clara Senior Homes LLC to facilitate the transfer of the property located at 2193 Homestead Road from Senior Housing Solutions formerly known as Project Match, Inc.; and
- 2) Approve and authorize the City Manager to execute the Assignment and Assumption Agreement with the City of Santa Clara acting as the Successor Agency to the Redevelopment Agency (Successor Agency), Senior Housing Solutions and Santa Clara Senior Homes LLC to reassign the Successor Agency loan in the amount of \$144,126; and
- 3) Approve and authorize the City Manager to execute the Assignment and Assumption Agreement with the City of Santa Clara, Senior Housing Solutions and Santa Clara Senior Homes LLC to reassign the Home Investment Partnerships Act (HOME) loan in the amount of \$113,280.
- 4) Approve and authorize the City Manager to execute any documents necessary to facilitate the transfer of the property.
- 5) Approve and authorize expenditure of funds in the amount of \$20,000 from the City Affordable Housing Fund, City Housing Administration (565-5544-80400-5210) for transfer costs.



Tamera Haas
Deputy City Manager

Certified as to Availability of Funds:
565-5544-80400-5210 \$20,000.00 



Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:



Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) *First Amendment to Loan Agreement*
- 2) *Assignment and Assumption Agreement (\$144,126 Successor Agency Loan)*
- 3) *Assignment and Assumption Agreement (\$113,280 HOME Loan)*

**FIRST AMENDMENT TO LOAN AGREEMENT
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA,
AND SANTA CLARA SENIOR HOMES LLC
(AS ASSIGNEE OF PROJECT MATCH, INC.)**

This First Amendment to Loan Agreement (the "Amendment") is made as of _____, 2015, by and between the CITY OF SANTA CLARA, CALIFORNIA, a chartered municipal corporation ("City"), and SANTA CLARA SENIOR HOMES LLC, a California limited liability company ("Contractor"). City and Contractor may herein be referred to individually as a "Party" or collectively as "Parties".

- A. This First Amendment amends the Agreement Between the City of Santa Clara, California and Project Match, Inc., dated as of October 1993 (the "Agreement") pursuant to which the City loaned \$113,280 (the "First Loan") to Project Match, Inc. in connection with the acquisition and operation of certain real property located at 2193 Homestead Road, Santa Clara, California (the "Project Property"). Project Match, Inc. transferred all of its right, title and interest in the Project Property to Contractor and assigned all of its rights and interests in the Agreement and the First Loan to Contractor pursuant to an Assignment and Assumption Agreement dated as of _____, 2015.
- B. City also loaned \$144,126 (the "Second Loan") to Project Match, Inc. in connection with its acquisition and operation of the Project Property. Senior Housing Solutions, formerly known as Project Match, Inc., has also assigned all of its rights and interests in the Second Loan to Contractor pursuant to an Assignment and Assumption Agreement dated as of _____, 2015.
- C. All undefined capitalized terms used in this Amendment shall have the same meaning as provided for in the Agreement.

For good and valuable consideration, the parties agree as follows:

1. **FIRST LOAN.** The parties acknowledge and agree that the First Loan has been forgiven and the deed of trust securing the First Loan has or will be conveyed. The parties further agree that the covenants and obligations in the Agreement, as amended (other than any obligations related to repayment of the First Loan) shall continue to apply to Contractor until October 31, 2023.

2. **SECOND LOAN.** The parties acknowledge and agree that the original agreement between City and Project Match, Inc. entered into in connection with the Second Loan has been lost, but that the covenants and obligations of Contractor contained in the Agreement, as amended, shall continue to apply to Contractor until October 31, 2023. The parties further

acknowledge and agree that the outstanding principal balance of the Second Loan, as of the date of this Amendment, is \$115,762.

3. NOTICES. The name and address of the Contractor in Section 2.C of the Agreement shall be deleted and the following inserted in its place:

“CONTRACTOR: Santa Clara Senior Homes LLC
c/o Charities Housing Development Corporation
1400 Parkmoor Avenue, Suite 190
San Jose, CA 95126
Attention: Executive Director”

4. ORGANIZATION OF CONTRACTOR. Sections 3.A.1 and 3.A.2 of the Agreement are hereby deleted.

5. OBLIGATION OF CONTRACTOR. Section 3.B of the Agreement is hereby deleted.

6. PROJECT PERFORMANCE. Section 3.C.3 of the Agreement is hereby revised to provide that annual reports shall be due on February 1 and Section 3.C.3 a, is hereby revised to provide that the reporting period shall be January 1 to December 31.

7. FISCAL RESPONSIBILTIES of CONTRACTOR. Sections 3.D.1, 3.D.5, and 3.D.6 of the Agreement are hereby deleted.

8. OBLIGATIONS OF CITY. Sections 5.B and 5.C of the Agreement are hereby deleted.

9. PROJECT INCOME. Section 6.A of the Agreement is hereby revised to delete the last sentence in this section and Section 6.B is hereby revised to state Rents collected that remain unspent at the conclusion of the Affordability Period shall be available to Contractor to be used solely to further PROJECT activities.

10. TERMINATION. Sections 14.C.2, 14.C.3, and 14.D. of the Agreement are hereby deleted.

11. PURPOSE OF PROJECT. The last paragraph of Section I of Exhibit A of the Agreement is hereby deleted.

12. REPORTING REQUIREMENTS. Section IV.B.1 of the Agreement is hereby revised to change the date from May 31 to November 31. Section IV.B.2 of the Agreement is hereby deleted. Section IV.C. 1 of the Agreement is hereby revised to change the date from July 15 to February 1 and to revise June 30 to December 31. Section IV.C.2 of the Agreement is hereby revised to change the date from July 15 to February 1 and to revise July 1 to June 30 to January 1 to December 31.

13. OBTAINING OWNERSHIP. Section V of Exhibit A of the Agreement is hereby deleted.

14. PROJECT FISCAL YEAR. Sections I.A. and IV.B of Exhibit B of the Agreement shall be revised to provide that the annual operating budget shall be submitted on November 31 and that the fiscal year for the Project Property shall run from January 1 until December 31.

15. APPROPRIATION. Section II of Exhibit B of the Agreement is hereby deleted.

16. PROJECT RENTS. Section III A of Exhibit B, is hereby revised to add to end of the third sentence, or the percentage of income as set by the Housing Authority of the County of Santa Clara. The last sentence of Section III.A of Exhibit B of the Agreement is hereby deleted. Section III B of Exhibit B is hereby revised to replace July 1 to annually in the first sentence. In the last sentence, add 30 day in front of notice and delete the remainder of that sentence.

17. PROJECT OPERATING BUDGET. Section IV.A is hereby revised to replace May 31 with November 31 and to delete the last sentence. Sections IV.B, IV.C, IV.D, IV.E, IV.F. and Section IV.G. of Exhibit B of the Agreement are hereby deleted.

18. PROJECT RESERVE FUND. Section V of Exhibit B of the Agreement is hereby deleted.

19. NO OTHER AMENDMENTS. Except as amended by this Amendment, the Agreement shall continue unmodified and in full force and effect.

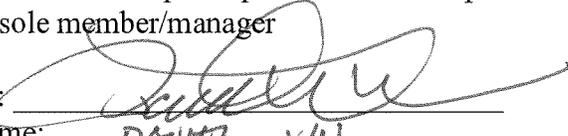
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CONTRACTOR:

SANTA CLARA SENIOR HOMES LLC,
a California limited liability company

By: Charities Housing Development Corporation,
a California nonprofit public benefit corporation,
its sole member/manager

By: 
Name: DANIEL WU
Its: EXEC. DIR.

CITY:

CITY OF SANTA CLARA

By: _____
Name: _____
Its: _____

ATTEST:

City Clerk

**APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Santa Clara

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383 AND
6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION AGREEMENT

(2193 Homestead Road, Santa Clara, CA—\$144,126 Loan)

This Assignment and Assumption Agreement (the "Agreement") is dated for reference purposes only _____, 2015, and is by and between the CITY OF SANTA CLARA, a California municipal corporation, successor agency to the REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA (the "City"), SENIOR HOUSING SOLUTIONS, formerly known as PROJECT MATCH, INC., a California nonprofit public benefit corporation (the "Assignor"), and SANTA CLARA SENIOR HOMES LLC, a California limited liability company (the "Assignee"). City, Assignor, and Assignee shall collectively be referred to as the "Parties".

RECITALS

A. The Redevelopment Agency of the City of Santa Clara (the "Agency") made a loan in the principal amount of One Hundred Forty-Four Thousand One Hundred Twenty-Six and No/100 Dollars (\$144,126) (the "Loan") to Assignor in connection with the acquisition and rehabilitation of the real property and improvements located at 2193 Homestead Road, Santa Clara, California, as more particularly described in Exhibit A attached hereto (the "Property").

B. The Loan is evidenced by:

1. An Agreement by and between Assignor and the Agency dated August 10, 1993 (the "Loan Agreement");

2. A Promissory Note executed by the Assignor dated November 12, 1993 in favor of the Agency (the "Note"); and

3. A Deed of Trust with Assignment of Rents, executed by the Assignor, as Trustor, dated November 12, 1993 and recorded on November 16, 1993 in the Official Records of Santa Clara County ("Official Records") as Instrument No. 12212843 (the "Deed of Trust").

The Loan Agreement, the Note, the Deed of Trust and any other documents evidencing or securing the Loan are collectively referred to as the "Loan Documents".

C. AB 1X 26 (Stats. 2011, chap. 5) enacted in June 2011, as upheld by the California Supreme Court in a decision filed on December 29, 2011, provided for dissolution of all redevelopment agencies in California on February 1, 2012, and, with respect to the Agency, election by the City to serve as the successor agency to the Agency. Pursuant to City of Santa Clara Resolution No.12-7902 adopted on January 24, 2012,, the City elected to serve as the successor agency to the Agency.

D. Assignor owns a fee interest in the Property. Concurrently with the recordation of this Agreement in the Official Records, the Assignor has, or will, convey its fee interest in the Property to the Assignee. In accordance with the Loan Documents, the Assignor desires to assign all of the Assignor's rights, title and obligations under the Loan Documents to the Assignee, the Assignee desires to assume all of the Assignor's rights, title and obligations under the Loan Documents from the Assignor, and the City desires to consent to such assignment and assumption of the Loan Documents and to consent to the transfer of the Property from the Assignor to the Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual promises of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Assignment of Loan Documents by Assignor. Assignor hereby assigns and delegates to Assignee all of the Assignor's continuing rights, title, and interest in and obligations under the Loan Documents.

2. Acceptance of Assignment and Assumption of Loan Documents by the Assignee. The Assignee accepts the above assignment of the Assignor's right, title and interest in, and assumes all of Assignor's right, title, and obligations under the Loan Documents, and agrees to perform all of Assignor's obligations and covenants under the Loan Documents as if the Assignee were the original signatory thereto. All references in the Loan Documents to the Assignor shall be deemed to be references to the Assignee.

3. Representations.

a. The Assignor represents and warrants that it has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights under the Loan Documents.

b. Each Party represents and warrants that it is duly formed, validly existing, and in good standing under the laws of the State of California, and has the power and authority to execute this Agreement and perform its respective obligations under this Agreement.

4. Consent of the City. City hereby consents to the assignment to, and assumption of, the Assignor's rights, duties, and obligations under the Loan Documents by the Assignee and hereby releases the Assignor from the rights, duties, and obligations set forth in the Loan Documents. City further consents to the transfer of the Property from Assignor to Assignee.

5. Effective Date. This Agreement shall be effective as of the date this Agreement is recorded in the Official Records (the "Effective Date").

6. California Law. This Agreement shall be governed by and interpreted in accordance with laws of the State of California.

7. Invalidity. Any provision of this Agreement which is determined by a court to be invalid or unenforceable shall be deemed severed here from, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

8. Headings. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ASSIGNOR:

SENIOR HOUSING SOLUTIONS, formerly known as PROJECT MATCH, INC., a California nonprofit public benefit corporation

By: 
Dolly Sandoval
Chair, Board of Directors

ASSIGNEE:

SANTA CLARA SENIOR HOMES LLC, a California limited liability company

By: Charities Housing Development Corporation of Santa Clara County, a California nonprofit public benefit corporation, its sole member/manager

By: 
Daniel Wu
Executive Director

CITY:

CITY OF SANTA CLARA, a public body,
corporate and politic

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____

Its: _____

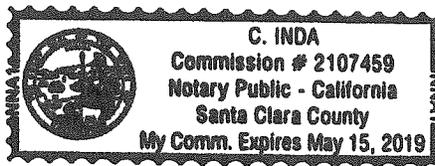
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State of California
County of Santa Clara)

On 06.11.2015 before me, C. INDA, Notary Public, a Notary Public in and for said State, personally appeared, DOLLY SANDOVAL, proved to me 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 C. Inda

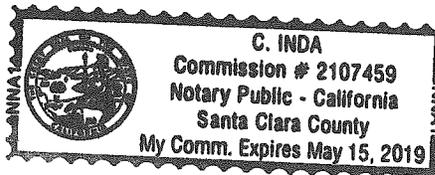
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County of _____)

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WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION

The land referred to is situated in the County of Santa Clara, City of Santa Clara, State of California, and is described as follows:

All of Lot 33, as shown on that certain Map entitled, "Tract No. 624, Sunnybrae", filed for record on April 4, 1949 in Book 22 of Maps, at Pages 34 and 35, Santa Clara County Records.

EXCEPTING THEREFROM the following described area:

Beginning at the most Easterly corner of said Lot 33, said corner also being on the Northerly line of Homestead Road (75 feet wide); thence along said Northerly line South $68^{\circ} 38' 15''$ West 92.00 feet to the point of tangency with a 20.00 foot radius curve concave to the Northeast; thence along the arc of said curve, through a central angle of $90^{\circ} 00' 00''$ an arc length of 31.42 feet to the point of tangency with the Easterly line of Sunset Drive (50 feet wide); thence along said Easterly line North $21^{\circ} 21' 45''$ West, 12.50 feet to a point of cusp; thence along the arc of a tangent curve concave to the Northeast, having a radius of 20.00 feet, through a central angle of $90^{\circ} 00' 00''$ an arc length of 31.42 feet to a point of tangency with a line parallel with and 12.50 feet Northerly of, measured at right angles to, the Northerly line of Homestead Road; said line being the Northerly plan of said Homestead Road as shown on that plan line Map recorded on March 22, 1962 in Book 2 of Official Plan Line Maps at Pages 106 through 109; thence along said parallel line North $68^{\circ} 38' 15''$ East 92.00 feet to the Easterly line of said Lot 33, thence along said Easterly line South $21^{\circ} 21' 45''$ East, 12.00 feet to the point of beginning.

APN: 290-35-086

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Santa Clara

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383 AND
6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION AGREEMENT

(2193 Homestead Road, Santa Clara, CA—\$113,280 Loan)

This Assignment and Assumption Agreement (the "Agreement") is dated for reference purposes only _____, 2015, and is by and between the CITY OF SANTA CLARA, a California municipal corporation (the "City"), SENIOR HOUSING SOLUTIONS, formerly known as PROJECT MATCH, INC., a California nonprofit public benefit corporation (the "Assignor"), and SANTA CLARA SENIOR HOMES LLC, a California limited liability company (the "Assignee"). City, Assignor, and Assignee shall collectively be referred to as the "Parties".

RECITALS

A. The City made a loan in the principal amount of One Hundred Thirteen Thousand Two Hundred Eighty and No/100 Dollars (\$113,280) (the "Loan") to Assignor in connection with the acquisition and rehabilitation of the real property and improvements located at 2193 Homestead Road, Santa Clara, California, as more particularly described in Exhibit A attached hereto (the "Property").

B. The Loan is evidenced by:

1. An Agreement by and between Assignor and the City dated October 19, 1993 (the "Loan Agreement");

2. A Promissory Note executed by the Assignor dated November 12, 1993 in favor of the City (the "Note"); and

3. A Deed of Trust with Assignment of Rents, executed by the Assignor, as Trustor, dated November 12, 1993 and recorded on November 16, 1993 in the Official Records of Santa Clara County ("Official Records") as Instrument No. 12212842 (the "Deed of Trust").

The Loan Agreement, the Note, the Deed of Trust and any other documents evidencing or securing the Loan are collectively referred to as the "Loan Documents".

C. Assignor owns a fee interest in the Property. Concurrently with the recordation of this Agreement in the Official Records, the Assignor has, or will, convey its fee interest in the Property to the Assignee. In accordance with the Loan Documents, the Assignor desires to assign all of the Assignor's rights, title and obligations under the Loan Documents to the Assignee, the Assignee desires to assume all of the Assignor's rights, title and obligations under the Loan Documents from the Assignor, and the City desires to consent to such assignment and assumption of the Loan Documents and to consent to the transfer of the Property from the Assignor to the Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual promises of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

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a. The Assignor represents and warrants that it has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights under the Loan Documents.

b. Each Party represents and warrants that it is duly formed, validly existing, and in good standing under the laws of the State of California, and has the power and authority to execute this Agreement and perform its respective obligations under this Agreement.

4. Consent of the City. City hereby consents to the assignment to, and assumption of, the Assignor's rights, duties, and obligations under the Loan Documents by the Assignee and hereby releases the Assignor from the rights, duties, and obligations set forth in the Loan Documents. City further consents to the transfer of the Property from Assignor to Assignee.

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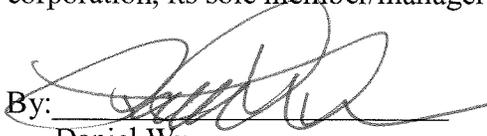
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By: 
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By: 
Daniel Wu
Executive Director

CITY:

CITY OF SANTA CLARA, a public body,
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By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Its: _____

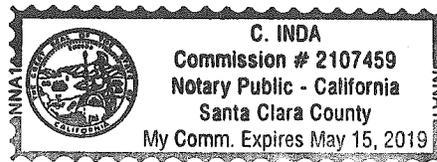
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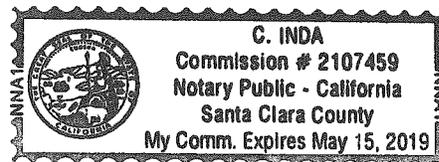
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APN: 290-35-086

Meeting Date: 62345

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7D.1



Date: June 8, 2015
To: City Manager for Council Information
From: Director of Planning and Inspection
Subject: Note and File: Planning Commission Minutes of April 8, 2015

On May 20, 2015, the Planning Commission approved its Minutes of April 8, 2015. These Minutes are now being brought forward to the City Council to be noted and filed. Any items on these Minutes marked for City Council Action were either brought forward already or will be brought forward under separate cover accompanied by a separate Agenda Report.

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) *Planning Commission Minutes of April 8, 2015*



City of Santa Clara
PLANNING COMMISSION
MEETING MINUTES
Wednesday, April 8, 2015 – 7:00 P.M.
CITY COUNCIL CHAMBERS
1500 Warburton Avenue
Santa Clara, CA 95050

Please refer to the Planning Commission Procedural Items coversheet for information on all procedural matters.
An audio recording of this meeting is available in the Planning Office for review or purchase the Friday following the meeting.

ITEMS FOR COUNCIL ACTION

The following items from this Planning Commission agenda will be scheduled for Council review following the conclusion of hearings and recommendations by the Planning Commission. Due to timing of notices for Council hearings and the preparation of Council agenda reports, these items will not necessarily be heard on the date the minutes from this meeting are forwarded to the Council. Please contact the Planning Division office for information on the schedule of hearings for these items:

- **Item 7.B.** Planning Commission Budget for FY 2015-2016
- **Item 8.A. File No.:** PLN2014-10765, Location: 1480 Main Street (Rezone)
- **Item 8.B. File No.(s):** PLN2014-10384, PLN2014-10385, CEQ2014-01177, Location: 990 Wren Avenue (Rezone)
- **Item 8.C. File No.(s):** PLN2015-11051/CEQ2015-01190, CIP Budget for FY 2015-2016

1. PLEDGE OF ALLEGIANCE and STATEMENT OF VALUES

Chair Stattenfield initiated the Pledge of Allegiance, and the Statement of Values was read.

2. ROLL CALL

The following Commissioners responded to roll call: Chair Keith Stattenfield, Raj Chahal, Yuki Ikezi, Steve Kelly and Joe Sweeney. Commissioners Champeny and Costa were excused.

Staff present were Director of Planning & Inspection Kevin Riley, Associate Planner Jeff Schwilk, Assistant Planner II Shaun Lacey, Assistant City Attorney Alexander Abbe, and Office Specialist IV Megan Valenzuela.

3. DISTRIBUTION OF AGENDA AND STAFF REPORTS

Copies of current agendas and staff reports for each of the items on the agenda are available from the Planning Division office on the Friday afternoon preceding the meeting and are available at the Commission meeting at the time of the hearing.

4. DECLARATION OF COMMISSION PROCEDURES

Chair Stattenfield reviewed the Planning Commission procedures for those present.

5. REQUESTS FOR EXCEPTIONS, WITHDRAWALS AND CONTINUANCES

- A. Withdrawals - None
- B. Continuances without a hearing - None
- C. Exceptions (requests for agenda items to be taken out of order) - None

6. ORAL PETITIONS/ ANNOUNCEMENTS AND COMMUNICATIONS

Members of the public may briefly address the Commission on any item not on the agenda.

None.

7. CONSENT CALENDAR

Consent Calendar items may be enacted, approved or adopted, based upon the findings prepared and provided in the written staff report, by one motion unless requested to be removed by anyone for discussion or explanation. If any member of the Planning Commission, staff, the applicant or a member of the public wishes to comment on a Consent Calendar item, or would like the item to be heard on the regular agenda, please notify Planning staff, or request this action at the Planning Commission meeting when the Chair calls for these requests during the Consent Calendar review. Items listed on the Consent Calendar with associated file numbers constitute Public Hearing items.

7.A. Planning Commission Minutes of March 4, 2015

Motion/Action: The Commission motioned to approve the Minutes from March 4, 2015 (4-0-2-1, Champeny and Costa absent, Sweeney abstaining)

7.B. Planning Commission Budget for Fiscal Year 2015-2016

7.C. File No.(s): **PLN2015-10923**
Location: 3240 El Camino Real, an approximately 13,300 square foot lot, located on the south side of El Camino Real, approximately 150 feet east of Pomeroy Avenue, APN: 290-03-084
Applicant/Owner: Tong Soon Gardens
Request: **Amendment of existing Use Permit** allowing the sale of beer, wine and distilled spirits (ABC License Type 47) in conjunction with full food service at Tong Soon Gardens Restaurant
CEQA Determination: Categorical Exemption per section 15301, Existing Facilities
Project Planner: Steve Le, Planning Intern II
Staff Recommendation: **Approve**, subject to conditions

7.D. File No.(s): **PLN2015-10949**
Location: 2000 El Camino Real, Suite 15, a 1,983 square foot commercial tenant space in a 12,039 square foot building at the northeast corner of the 20.89 acre Santa Clara Town Centre site, located at the southwest corner of Scott Boulevard and El Camino Real, APN: 290-10-096
Applicant/Owner: Steve Rawlings / Byer Properties, L.P.
Request: **Use Permit** to allow on-site sale and service of beer and wine (ABC License Type 41) in a full-service restaurant with indoor and outdoor seating
CEQA Determination: Categorical Exemption per section 15301, Existing Facilities
Project Planner: Gregory Qwan, Planning Intern II
Staff Recommendation: **Approve**, subject to conditions

7.E. File: **PLN2013-10183**
Location: 4300 Great America Parkway, 1.59 acre site, located at the northwest corner of Great America Parkway and Mission College Boulevard; APN: 104-16-092, property is zoned Thoroughfare Commercial
Applicant: Iguanas Restaurant
Owner: Landmark Equities LP
Subject: **Six-month review of Use Permit** allowing beer and wine

CEQA Determination: service (Type 41 ABC License) in an existing restaurant
Review is not a project under CEQA
Project Planner: Jeff Schwilk, AICP, Associate Planner
Staff Recommendation: **Note and file report**

7.F. File: **PLN2015-10990**
Location: 2981 Mead Ave, 1.95 acre site, located at the northeast corner of Mead Avenue and Uranium Drive. The Property is zoned (ML) Light Industrial (APN: 216-28-091).
Applicant: Nan Li for World Champions Table Tennis Academy
Owner: Mead Associates
Subject: **Use Permit** to allow private training center.
CEQA Determination: Review is not a project under CEQA
Project Planner: Steve Le, Planning Intern
Staff Recommendation: **Note and file report**

Motion/Action: The Commission motioned to approve the remainder of the Consent Calendar (5-0-2-0, Champeny and Costa absent) with the following change to Item 7.D., Use Permit for 2000 El Camino Real:

- Condition P8 is amended to read as follows: Full menu food service shall be available during all hours that the restaurant is open and alcoholic beverages are served.

*******END OF CONSENT CALENDAR*******

8.A. File No.: **PLN2014-10765**
Location: 1480 Main Street, a 0.34 acre parcel, located at the southwest corner of Main Street and El Camino Real. APN: 269-05-107; property is zoned CT (Thoroughfare Commercial)
Applicant/Owner: Mehdi Shahmirza
Request: **Rezone** from CT (Thoroughfare Commercial) to PD (Planned Development) to allow the construction of a three-story mixed use development consisting of twelve residential apartment units and approximately 1,000 square feet of ground-floor commercial retail space
CEQA Determination: Categorical Exempt per CEQA Section 15332 – In-Fill Development Projects
Project Planner: Jeff Schwilk, AICP, Associate Planner
Staff Recommendation: **Recommend Approval, subject to conditions**

Notice: Notice for Item 8.A. was posted and mailed to residents within 500 feet of the project site.

Discussion: Jeff Schwilk gave a brief presentation on the item.

Cherine Bassal, Project Architect and representative for applicant, highlighted the history of the proposal and the revisions made to the project to address concerns raised by the City Council as well as neighboring residents including a reduction in unit count, additional parking spaces, reduction in allowed retail hours, access to parking, and general design.

The Commission inquired if electric vehicle charging spaces were included in the project. The applicant indicated they were not included, but could be added.

The Commission confirmed that the residential units would be for-rent and one parking space would be assigned per unit, with the remaining parking spaces serving both the residential and retail components.

The Commission expressed concern for the zero-setback proposed as part of the project and discussed the window placement related to that portion of the proposal.

The Public Hearing was opened.

Eric Leonard, neighboring resident, read a letter into record that requested installation of a masonry wall to mitigate safety concerns of a multi-unit project abutting a single-family home.

Kevin Walton, neighboring resident, spoke for the property owner of the lot that would neighbor the zero-setback portion of the project. He expressed concern that the lack of setback would cause serious privacy impacts, and as such the customary five-foot setback should be applied to this project.

In a rebuttal statement, Mehdi Shahmirza, applicant, explained that due to various easement and line-of-sight requirements, the project design was constrained in many ways making it difficult to conform to regular zoning standards. Mr. Shahmirza proposed a 16-inch concrete reinforcement for the proposed wooden fence in lieu of the requested masonry wall and requested staff-level review of the project design rather than going through the Architectural Committee review process after project approval.

The Commission confirmed with the applicant that the corridor was necessary to provide access to one of the second-floor units.

The Public Hearing was closed.

Staff clarified that the zoning of the abutting properties did not match the current residential use, resulting in a minimal requirement of a wooden fence rather than a masonry wall as requested by the neighboring property owner.

The Commission expressed deep concern for the zero-setback element of the project design. It was confirmed that the density of this proposal neared the maximum allowed for the site. The Commission suggested that the applicant consider redesigning the project in such a way that would eliminate or revise the location of the unit above the retail component that necessitated the corridor causing the zero-setback. It was noted that the zero-setback concern was voiced at the Historical and Landmarks Commission (HLC) meeting and that the HLC recommended Architectural Committee review for that reason.

A motion to approve the rezone with added conditions for a masonry fence and electric vehicle charging stations was discussed. The Commission agreed that the project was in need of a redesign to address the zero-setback, and that the added conditions were a necessary component of the redesign. The motion to approve the rezone was called to a vote and failed.

The Commission members communicated to the applicant that they would be unable to recommend approval of the project as presented. The applicant indicated a preference to get a final decision from the City Council rather than present a revised plan to the Planning Commission in an effort to not delay the project.

Motion/Action: The Commission motioned to recommend that the City council deny the project located at 1480 Main Street (4-1-2-0, Kelly dissenting, Champeny and Costa absent).

8.B. File No.:	PLN2014-10384, PLN2014-10385, CEQ2014-01177
Location:	990 Wren Avenue, a 31,305 square-foot project site to the north of the intersection of Wren Avenue and Vireo Avenue, (APN: 313-31-003); property is zoned R1-6L (Single-Family Residential)
Applicant/Owner:	Ben Engelman

Request: **Rezone** from R1-6L (Single-Family Residential) to PD (Planned Development) and a **Tentative Subdivision Map** to create five lots

CEQA Determination: Initial Study/Mitigated Negative Declaration

Project Planner: Shaun Lacey, AICP, Assistant Planner II

Staff Recommendation: Recommend Approval, subject to conditions

Notice: Notice for Item 8.B. was posted and mailed to residents within 300 feet of the project site.

Discussion: Shaun Lacey gave a brief presentation on the project and clarified that the staff recommendation was for approval, not continue for redesign.

The Commission inquired about the setbacks that were revised from the previous proposal and confirmed that the revised proposal included two new guest parking spaces.

Ben Engelman, applicant, gave a brief presentation on the revised proposal, highlighting the redesign to lots two and three that increased setbacks, added guest parking spaces, overhead garage storage, addition of pervious pavers, and revised tree removal plan per the water district's request.

The Commission verified the private street would be managed by a Home Owners Association.

The Public Hearing was opened.

Prafulkumar Bhatt, neighboring resident, stated that he appreciates the Commission's effort to enhance the project and is in favor of the revised plan.

Aleeah Nino, neighboring resident, inquired if fire and garbage services would have adequate access to provide services given the road's smaller size. It was confirmed that the Fire Department had reviewed the road and found no issue with serviceability and that the HOA for the property would work out the details of garbage service with Mission Trails.

Mike Sherman, neighboring resident, indicated that the grade between the project site and the existing homes has a two foot differential that adds additional privacy benefit to the six-foot fence as proposed.

The Public Hearing was closed.

The Commission noted that a majority of the concerns presented at the previous Planning Commission meeting had been addressed and that the project had been sufficiently improved as a result.

Motion/Action: The Commission motioned to adopt a resolution to recommend that the City Council adopt the Mitigated Negative Declaration for the project located at 990 Wren Avenue (5-0-2-0, Champeny and Costa absent).

Motion/Action: The Commission motioned to adopt a resolution to recommend that the City Council approve a rezone from R1-6L (Single-Family Residential) to PD (Planned Development) for the project located at 990 Wren Avenue (5-0-2-0, Champeny and Costa absent).

Motion/Action: The Commission motioned to adopt a resolution to recommend that the City Council approve a Tentative Subdivision Map for the project located at 990 Wren Avenue (5-0-2-0, Champeny and Costa absent).

8.C. File No.(s): PLN2015-11051/CEQ2015-01190
Address/APN: City-wide
Applicant/Owner: City of Santa Clara
Request: **Fiscal Year 2015-2016 Capital Improvement Program (CIP) Budget Environmental Determinations and General Plan Conformity Findings**
CEQA Determination: Varies by CIP Project
Project Planner: Yen Chen, Associate Planner
Staff Recommendation: **Approve Environmental Determinations and make findings for General Plan Conformance**

Notice: Notice for this item is not required.

Discussion: Kevin Riley gave a presentation on the project and update on the General Plan.

Motion/Action: The Commission motioned to adopt a resolution to approve the environmental determinations and make findings for General Plan Conformance for the Fiscal Year 2015-2016 Capital Improvement Program (CIP) Budget, excluding Project ID 1355 (5-0-2-0, Champeny and Costa absent).

Motion/Action: The Commission motioned to approve the environmental determination and make findings for General Plan conformance for Project ID1355 of the Fiscal Year 2015-16 Capital Improvement Program (CIP) Budget (4-0-2-1, Champeny and Costa absent, Chahal abstaining).

9. OTHER BUSINESS

9.A. Commission Procedures and Staff Communications

- i. Announcements/Other Items
- ii. Report of the Director of Planning and Inspection
 - City Council Actions
- iii. Commission/Board Liaison and Committee Reports
 - Architectural Committee: Commissioners Stattenfield and Chahal
 - Station Area Plan: Commissioner Champeny
- iv. Commission Activities
 - Commissioner Travel and Training Reports; Requests to Attend Training
 - Commissioner Sweeney gave a report on his attendance at the Planning Commissioners Academy that took place March 4-6, 2015.
 - National APA Conference: April 18-21 (Commissioners Champeny, Ikezi, and Kelly attending)
 - The Commission motioned to approve a \$75 expenditure for Commissioner Kelly Steve to attend "The Business of Commercial Real Estate" seminar on April 30, 2015.
- v. Upcoming agenda items

10. ADJOURNMENT

The meeting adjourned at 9:14 p.m. The next regular Planning Commission meeting will be held on Wednesday, May 6, 2015, at 7:00 p.m.

Prepared by:


 Megan Valenzuela
 Office Specialist IV

Approved:


 Kevin L. Riley
 Director of Planning & Inspection

Meeting Date: 6/23/15

AGENDA REPORT

Agenda Item # 202

City of Santa Clara, California



Date: June 15, 2015
To: City Manager for Council Information
From: Director of Planning and Inspection
Subject: Note and File: Planning Commission Minutes of May 20, 2015

On June 10, 2015, the Planning Commission approved its Minutes of May 20, 2015. These Minutes are now being brought forward to the City Council to be noted and filed. Any items on these Minutes marked for City Council Action were either brought forward already or will be brought forward under separate cover accompanied by a separate Agenda Report.

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) *Planning Commission Minutes of May 20, 2015*



City of Santa Clara
**PLANNING COMMISSION
MEETING MINUTES**
Wednesday, May 20, 2015 – 7:00 P.M.

CITY COUNCIL CHAMBERS
1500 Warburton Avenue
Santa Clara, CA 95050

Please refer to the Planning Commission Procedural Items coversheet for information on all procedural matters.
An audio recording of this meeting is available in the Planning Office for review or purchase the Friday following the meeting.

ITEMS FOR COUNCIL ACTION

The following items from this Planning Commission agenda will be scheduled for Council review following the conclusion of hearings and recommendations by the Planning Commission. Due to timing of notices for Council hearings and the preparation of Council agenda reports, these items will not necessarily be heard on the date the minutes from this meeting are forwarded to the Council. Please contact the Planning Division office for information on the schedule of hearings for these items:

- **Item 8.B.** File No. PLN2014-10615, Location: 820 Civic Center Drive, Rezone from Light Industrial (ML) to Planned Development (PD)

1. PLEDGE OF ALLEGIANCE and STATEMENT OF VALUES

Chair Stattenfield initiated the Pledge of Allegiance, and the Statement of Values was read.

2. ROLL CALL

The following Commissioners responded to roll call: Chair Keith Stattenfield, Raj Chahal, Ian Champeny, Deborah Costa, Yuki Ikezi, Steve Kelly and Joe Sweeney.

Staff present were Development Review Officer Gloria Sciara, Associate Planner Jeff Schwilk, Assistant City Attorney Julia Hill, Deputy City Attorney Diana Fazley, and Office Specialist IV Megan Valenzuela.

3. DISTRIBUTION OF AGENDA AND STAFF REPORTS

Copies of current agendas and staff reports for each of the items on the agenda are available from the Planning Division office on the Friday afternoon preceding the meeting and are available at the Commission meeting at the time of the hearing.

4. DECLARATION OF COMMISSION PROCEDURES

Chair Stattenfield reviewed the Planning Commission procedures for those present.

5. REQUESTS FOR EXCEPTIONS, WITHDRAWALS AND CONTINUANCES

- A. Withdrawals - None
- B. Continuances without a hearing – Commissioner Champeny requested that Item 8.C. be continued to June 10, 2015. A motion to continue was unanimously passed.
- C. Exceptions (requests for agenda items to be taken out of order) - None

6. ORAL PETITIONS/ ANNOUNCEMENTS AND COMMUNICATIONS

Members of the public may briefly address the Commission on any item not on the agenda.

None.

7. CONSENT CALENDAR

Consent Calendar items may be enacted, approved or adopted, based upon the findings prepared and provided in the written staff report, by one motion unless requested to be removed by anyone for discussion or explanation. If any member of the Planning Commission, staff, the applicant or a member of the public wishes to comment on a Consent Calendar item, or would like the item to be heard on the regular agenda, please notify Planning staff, or request this action at the Planning Commission meeting when the Chair calls for these requests during the Consent Calendar review. Items listed on the Consent Calendar with associated file numbers constitute Public Hearing items.

7.A. Planning Commission Minutes of April 8, 2015

Motion/Action: The Commission motioned to approve the Planning Commission Minutes of April 8, 2015 (5-0-0-2, Champeny and Costa abstaining).

7.B. File No.(s): PLN2014-10226
Location: 3275 Stevens Creek Boulevard, a 0.61 acre parcel on the north side of Stevens Creek Boulevard approximately 75 feet east of Henry Avenue, APN: 303-18-022; property is zoned Thoroughfare Commercial (CT)
Applicant/Owner: Yeganeh Amirrazi / Abe Novin
Request: **12-month review** of an approved Use Permit allowing beer and wine service (Type 41 ABC License) in an existing restaurant with live entertainment (acoustic)
CEQA Determination: Not a project under CEQA
Project Planner: Steve Le, Planning Intern II
Staff Recommendation: **Note and File**

Motion/Action: The Commission motioned to note and file Item 7.B. unanimously (7-0-0-0).

7.C. File No.(s): PLN2014-10631
Location: 3970 Rivermark Plaza (Safeway) a 65,470 square foot building in an existing commercial center (Rivermark Plaza) on a 14.8 acre parcel, located at the southeast corner of Agnew Road and Harrigan Avenue, APN: 097-08-105; property is zoned PD-MC (Planned Development-Master Community)
Applicant: Natalie Mattei for Safeway Inc.
Owner: RMV Holdings, L.P.
Request: **Six-month review** of an approved Use Permit allowing the on-site tasting of alcoholic beverages (ABC type 86 license) in an existing grocery store
CEQA Determination: Categorical Exemption per Section 15301, Class 1 Existing Facilities
Project Planner: Gregory Qwan, Planning Intern II
Staff Recommendation: **Note and File**

Motion/Action: The Commission motioned to note and file Item 7.C. unanimously (7-0-0-0).

7.D. File No.(s): PLN2013-09661
Location: 3465 Homestead Road, an approximately 0.40 acre site located at the northeast corner of Homestead Road and Bing Drive, APN: 290-23-065
Applicant: Bill Hsia, Jack-in-the-Box Restaurant

Owner: George Ogino
 Request: **12-month review** of Use Permit Amendment allowing extended operating hours from 6:00 a.m. to 3:00 a.m. daily at an existing drive-thru restaurant and continuation of the extended hours for the next six months
 CEQA Determination: Not a project under CEQA
 Project Planner: Steve Le, Planning Intern II
 Staff Recommendation: **Note and File**

Discussion: Item 7.D. was pulled from the Consent Calendar.

The Commission inquired about the call for service referenced in the Staff Report. It was noted that the details of the incident are not known.

A neighboring resident that lives adjacent to the restaurant noted that there is a consistent flow of noise disturbances generated by the restaurant. The resident added that the call for service in question was a party inside the Jack in the Box dining room.

The Commission requested that residents keep logs of incidents, acknowledging it's not always feasible or appropriate to call the police.

The applicant noted that the call for service was generated from an employee appreciation event held in the restaurant on December 23, 2014. The applicant stated he was unaware the party was not allowed and would not have such events in the future.

Motion/Action: The Commission motioned to note and file Item 7.D. unanimously (7-0-0-0).

*****END OF CONSENT CALENDAR*****

8.A. File No.(s): PLN2014-10842
Location: 1433 El Camino Real, a 0.67-acre parcel located north of El Camino Real, approximately 360 feet west of Monroe Street, APN: 224-48-004; project site is zoned Thoroughfare Commercial (CT)
Applicant/Owner: Nabi Zolyad/ Sevely Helen M. and Vincent C
Request: **Use Permit Amendment** to allow the display of eight vehicles outdoor for sale (previously approved for three spaces)
CEQA Determination: Categorical Exemption per Section 15301, Class 1 Existing Facilities
Project Planner: Steve Le, Planning Intern II
Staff Recommendation: **Approve, subject to conditions**

Notice: Notice for Item 8.A. was posted and mailed to residents within 500 feet of the project site.

Discussion: Gloria Sciara gave a brief presentation on the item.

The applicant, Nabi Zolyad, stated that the additional five (for a total of eight) vehicle display spaces are needed to support his business.

The Public Hearing was opened.

The neighboring tenant stated that due to the constraints of the project site, there are issues with parking that block access to his business for vendors and customers alike.

The Commission reviewed the site plan and studied the parking layout. It was noted that the parking spaces are not marked. Staff noted that striping the lot and clearly marking no parking zones would help, but that it would still be an enforcement issue.

The Commission discussed potential additional conditions of approval and review periods for the Use Permit.

The applicant acknowledged the issues raised by the neighboring tenant and stated that with only eight vehicles on display, there will not be any problems with the proposed design.

The Public Hearing was closed.

Motion/Action: The Commission motioned to adopt a resolution to approve the Use Permit Amendment to allow the display of eight outdoor vehicle display spaces at 1433 El Camino Real (7-0-0-0) subject to the following conditions:

1. The parking layout shall consist of striped, angled spaces in front of the subject property.
2. The applicant shall install signage directing customers to park in the rear of the property.
3. The applicant shall install signage on the side of the building to clearly mark "no parking."
4. The applicant shall provide signage or mark parking spaces to distinguish between the different businesses on the property.
5. The approval is subject to a three-month, six-month, and one-year review after the completion of restriping. This Amendment shall have a limited one-year term, and shall expire automatically unless prior to such expiration the Planning Commission takes action to extend the Amendment indefinitely.

8.B. File No.(s):	PLN2014-10615
Location:	820 Civic Center Drive, a 0.36-acre parcel located at the southwest corner of Civic Center Drive and Alviso Street, APN: 224-29-022; project site is zoned ML (Light Industrial)
Applicant/Owner:	Michael Fisher
Request:	Rezone from Light Industrial (ML) to Planned Development (PD) to allow a four-unit Planned Development inclusive of preserving the existing house on site
CEQA Determination:	Categorically Exempt per CEQA Section 15332 – In-Fill Development projects
Project Planner:	Jeff Schwilk, AICP, Associate Planner
Staff Recommendation:	Recommend approval, subject to conditions

Notice: Notice for Item 8.B. was posted and mailed to residents within 300 feet of the project site.

Discussion: Jeff Schwilk gave a brief presentation on the project.

Jeff Schwilk gave a brief presentation on the project.

The Commission studied the site plan and reviewed the Historical and Landmarks Commission's (HLC) recommendation to forgo the 10-foot dedication requirement for street widening to preserve the historic value of the property.

Michael Fisher, applicant, stated that he reduced the original plan of six units down to four units and highlighted the proposal, focusing on the site plan.

The Public Hearing was opened.

Sheryl Fisher stated that she would like to have the corridor preserved as recommended by the HLC.

Kevin Garby, local realtor, stated that the area is underutilized as it is today and the proposal addresses that issue.

Melissa Fisher stated that the applicant has done good work in the past that increases the value of the neighborhood.

The Public Hearing was closed.

The Commission inquired if the applicant had considered relocating the historic home. The applicant stated that a house move had been considered, but the idea was not favorable.

The Commission confirmed with Staff that typically accessory units are limited to 640 square feet. Staff noted that the Planned Development allows a unique proposal for a separate unit on a shared parcel.

Motion/Action: The Commission motioned to adopt a resolution to recommend that the City Council approve a rezone of the property located at 820 Civic Center Drive from Light Industrial (ML) to Planned Development (PD) to allow a four-unit Planned Development inclusive of preserving the existing house on site unanimously (7-0-0-0).

8.C.	File No.(s):	PLN2014-10538 / PLN2015-10906
	Location:	3772 Carlisle Avenue, a 6,732 square foot lot located approximately 100 feet east from the intersection of Giannini Drive and Carlisle Avenue, APN: 316-11-026; property is zoned R1-6L-Single-Family
	Applicant:	Georgiy Novisky
	Owner:	Xiaojian Yang
	Request:	Appeal of Architectural Committee's approval to allow the demolition of the existing 1,248 square foot home and construction of a new two-story 3,324 square foot five bedroom residence.
	CEQA Determination:	Categorically Exempt per CEQA Section 15303, New Construction or Conversion of Small Structures
	Project Planner:	Yen Chen, Associate Planner
	Recommendation:	Uphold the Architectural Committee's Approval

Motion/Action: The Commission motioned to continue Item 8.C. to June 10, 2015 unanimously (7-0-0-0). (*Motion taken under Item 5.B.*)

9. OTHER BUSINESS

9.A. Commission Procedures and Staff Communications

- i. Announcements/Other Items
- ii. Report of the Director of Planning and Inspection
 - City Council Actions
- iii. Commission/Board Liaison and Committee Reports
 - Architectural Committee: Commissioners Stattenfield and Chahal
 - Station Area Plan: Commissioner Champeny
- iv. Commission Activities

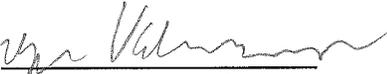
- Commissioner Travel and Training Reports; Requests to Attend Training
- Commissioners Champeny, Ikezi, and Kelly gave a report on the National APA Conference held April 18-21

v. Upcoming agenda items

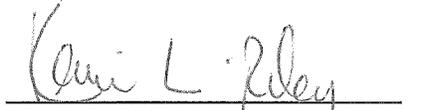
10. ADJOURNMENT

The meeting adjourned at 9:19 p.m. The next regular Planning Commission meeting will be held on Wednesday, June 10, 2015, at 7:00 p.m.

Prepared by:


Megan Valenzuela
Office Specialist IV

Approved:


Kevin L. Riley
Director of Planning & Inspection

Meeting Date: 6-23-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7D.3



Date: June 16, 2015
To: City Manager for Council Information
From: Director of Planning and Inspection
Subject: Note and File: Historical and Landmarks Commission Minutes of May 7, 2015

On June 4, 2015, the Historical and Landmarks Commission approved its Minutes of May 7, 2015. These Minutes are now being brought forward to the City Council to be noted and filed. Any items on these Minutes marked for City Council Action were either brought forward already or will be brought forward under separate cover accompanied by a separate Agenda Report.

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) *Historical and Landmarks Commission Minutes of May 7, 2015*



**City of Santa Clara
HISTORICAL AND LANDMARKS
COMMISSION MEETING MINUTES
Thursday, May 7, 2015 – 7:00 P.M.
CITY COUNCIL CHAMBERS
1505 Warburton Avenue
Santa Clara, CA 95050**

Please refer to the Historical and Landmarks Commission Procedural
Items guideline for information on all procedural matters.
An audio recording of this meeting is available in the Planning Office for
review or purchase the Friday following the meeting.

ITEMS FOR COUNCIL ACTION

The following items from this Historical and Landmarks Commission agenda will be scheduled for Council review following the conclusion of hearings and recommendations by the Historical and Landmarks Commission. Due to timing of notices for Council hearings and the preparation of Council agenda reports, these items will not necessarily be heard on the date the minutes from this meeting are forwarded to the Council. Please contact the Planning Division office for information on the schedule of hearings for these items:

- **Agenda Item No. 7.B.: Variance to exceed maximum building coverage for 410 N. Winchester Boulevard**
- **Agenda Item No. 8.A.: Historical Designation and Historic Property Preservation Agreement (Mills Act) for 651 Park Court**
- **Agenda Item No. 8.B.: Historic Property Preservation Agreement (Mills Act) for 1756 Fremont Street**
- **Agenda Item No. 8.E.: Historic Designation for 1391 Market Street**

1. CALL TO ORDER

The meeting was called to order at 7:03 p.m.

2. ROLL CALL

Commissioners Present: Chair Brian Johns, Michael Hyams, Jeannie Mahan, J.L. "Spike" Standifer, Stephen Estes and Robert Luckinbill

Commissioner Excused: Jerry McKee

Staff Present: Yen Chen, Associate Planner and Shaun Lacey, AICP, Assistant Planner II

3. DISTRIBUTION OF AGENDA AND STAFF REPORTS

Copies of current agendas and staff reports for each of the items on the agenda are available from the Planning Division office on the Friday afternoon preceding the meeting and are available at the Commission meeting at the time of the hearing. Chair Johns reviewed this procedure.

4. DECLARATION OF COMMISSION PROCEDURES

Chair Johns reviewed the Historical and Landmarks Commission procedures for those present.

5. REQUESTS FOR EXCEPTIONS, WITHDRAWALS AND CONTINUANCES

- A. Withdrawals – None

- B. Continuances – None
- C. Exceptions (request for agenda items to be taken out of order)
 - The Commission reserved Agenda Item 9.A.i presentation on Ulistac for discussion prior to the Public Meeting Items section

6. ORAL PETITIONS/ANNOUNCEMENTS AND COMMUNICATIONS

- None

7. CONSENT CALENDAR

Consent Calendar items may be enacted, approved or adopted, based upon the findings prepared and provided in the written staff report, by one motion unless requested to be removed by anyone for discussion or explanation. If any member of the Historical and Landmarks Commission, staff, the applicant or a member of the public wishes to comment on a Consent Calendar item, or would like the item to be heard on the regular agenda, please notify Planning staff, or request this action at the Historical and Landmarks Commission meeting when the Chair calls for these requests during the Consent Calendar review.

- 7.A. Approval of Historical and Landmarks Commission Minutes for the meeting of April 2, 2015.

Motion/Action: Motion was made by Luckinbill, seconded by Estes to approve the Minutes of April 2, 2015. (6-0-0-1, McKee absent)

- 7.B. **File No.(s):** **PLN2014-10824**
- Location:** 410 North Winchester Boulevard, a 1.34 acre parcel located at the intersection of Winchester Boulevard and Sunny Vista Drive, APN: 303-02-013; property is zoned Professional Office (OA).
- Applicant/Owner:** James L Zak / Anine Untiedt
- Request:** **Design Review and Variance** to exceed maximum building coverage to allow exterior tenant improvements to an existing skilled nursing facility
- CEQA Determination:** Categorically Exempt per CEQA Section 15301, Existing Facilities
- Project Planner:** Shaun Lacey, AICP, Assistant Planner II
- Staff Recommendation:** Recommend approval, subject to conditions

Motion/Action: Motion was made by Luckinbill, seconded by Estes to recommend that the project be approved. (6-0-0-1, McKee absent)

- 7.C. **File No.(s):** **PLN2015-10961**
- Location:** 730 Agnew Road, a 6 acre parcel located at the intersection of Agnew Road and Montague Expressway, APN: 097-08-072; property is zoned Planned Development – Master Community (PD-MC).
- Applicant/Owner:** David Loperena / UDR River Terrace, LLC
- Request:** **Design Review** for exterior tenant improvements to an existing apartment community
- CEQA Determination:** Categorically Exempt per CEQA Section 15301, Existing Facilities
- Project Planner:** Shaun Lacey, AICP, Assistant Planner II
- Staff Recommendation:** Recommend approval

Motion/Action: Motion was made by Luckinbill, seconded by Estes to recommend that the project be approved. (6-0-0-1, McKee absent)

8. PUBLIC MEETNG ITEMS

8.A. File No.(s): **PLN2015-11003**
Location: 651 Park Court, a 6,250 square foot parcel, APN: 269-52-045; property is zoned Single-Family Residential (R1-6L)
Applicant/Owner: John Moyoli
Request: **Historic Designation and Historic Property Preservation Agreement (Mills Act)** for a single-family residential home; and **Design Review** for a habitable basement addition
CEQA Determination: Categorically Exempt per CEQA Section 15331, Historical Resource Rehabilitation
Project Planner: Shaun Lacey, AICP, Assistant Planner II
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 provided an overview of the project to the Commission and answered questions. The owner provided comments on the project and noted space needs for his family. Craig Mineweaser, Volunteer Architectural Advisor, commented that the foundation should be raised 8 to 12 inches to allow for additional light and ventilation. The Commission reviewed the Proposed 10 Year Preservation and Restoration Plan. No comments were received from the public during public comment period.

Motion/Action:

Motion was made by Luckinbill, seconded by Hyams to recommend that the property be added to the City's Architecturally or Historically Significant Properties List and the Historic Property Preservation Agreement (Mills Act) be approved. (6-0-0-1, McKee absent)

Motion was made by Luckinbill, seconded by Mahan to recommend that the project design be approved, subject to the foundation being allowed to be raised 8 to 12 inches. (6-0-0-1, McKee absent)

8.B. File No.(s): **PLN2015-11045**
Location: 1756 Fremont Street, a 6,573 square foot parcel located on the south side of Fremont Street, approximately 125 feet east of Pierce Street, APN: 269-12-033; property is zoned Single-Family Residential (R1-6L)
Applicant/Owner: Ashley and Peter Bengtsson
Request: **Approval of a Historic Property Preservation Agreement (Mills Act)** for a single-family residential home
CEQA Determination: Categorically Exempt per CEQA Section 15331, Historical Resource Rehabilitation
Project Planner: Jeff Schwilk, AICP, Associate Planner
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. Chen introduced the request to the Commission and answered questions. The owners gave a brief overview of the project. No comments were received from the public during public comment period.

Motion/Action: Motion was made by Luckinbill, seconded by Estes to recommend that the Historic Property Preservation Agreement (Mill Act) be approved, subject to the treatment for drywood and subterranean termites be moved up in time frame on the Proposed 10 year Preservation and Restoration Plan. (6-0-0-1, McKee absent)

8.C. File No.(s):	PLN2015-10972
Location:	1597 Main Street, a 5,662 square foot parcel located at the intersection of Main Street and Civic Center Drive, APN: 224-28-056; property is zoned Single-Family Residential (R1-6L).
Applicant/Owner:	Rick & Holly Hartman / Brando & Jennifer Nguyen
Request:	Design Review to allow a two-story addition onto a historically-eligible structure totaling 2,313 square feet
CEQA Determination:	Categorically Exempt per CEQA Section 15331, Historical Resource Rehabilitation
Project Planner:	Shaun Lacey, AICP, Assistant Planner II
Staff Recommendation:	Continue, subject to redesign

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 gave a brief presentation to the Commission and answered questions. Craig Mineweaser recused himself from discussion due to his involvement with the project. Rich Hartman, Architect, reviewed the design concept and preservation efforts. Owners discussed their space needs and noted concerns over providing living space in the basement. No comments were received from the public during public comment period. Mr. Chen noted the size of the proposal would preclude it from qualifying for a Historical Preservation Agreement (Mills Act) based on Commission standards. The Commission discussed the Secretary of Interior Standards and noted the size of the proposed addition overshadowed the historically-eligible structure.

Motion/Action: Motion was made by Luckinbill, seconded by Hyams to recommend that the project be redesigned. (5-1-0-1, Mahan opposed, McKee absent)

8.D. File No.(s):	PLN2015-11010
Location:	3074 McKinley Drive, a 5,000 square foot parcel located on the south side of McKinley Drive approximately 70 feet east of Woodhams Drive, APN: 296-37-018; property is zoned R1-6L (Single Family Residential)
Applicant:	Mark Neil Bayog, MAK Design Group, LLC
Owner:	Ravikiran Thirumalai
Request:	Design Review of a 537 square foot addition at the front of an existing single-story residence in the Maywood Tract (Mackay neighborhood).
CEQA Determination:	Categorical Exemption per CEQA Section 15301, Existing Facilities
Project Planner:	Debby Fernandez, Associate Planner
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. Chen introduced the application to the Commission and answered questions. The applicant was present for the discussion. The owners reviewed the existing site conditions, limitations on parking family vehicle and commented on proximity to Stevens Creek and retail service alley.

The public comment period was open. James Wang, resident, spoke in favor of the proposed project and noted concerns over contradicting guidance in the Single Family Design Guidelines on flat roofs for patio homes. The public comment period was then closed.

Craig Mineweaser, Volunteer Architectural Advisor, noted alternatives to the proposed architectural style which would allow for the additional height, keeping the low pitch roof and allowing for triangular shaped windows at the ends of building. He suggested exploring the existing vocabulary of the existing residence and neighborhood for design solutions. Mr. Mineweaser noted the existing single garage doors with vertical grove siding should be maintained. Mr. Estes noted the original garage door siding is made from redwood.

The Commission noted their concerns over changes to the slope of the roof, increase in height of structure, infill of the courtyard and removal of other original architectural elements. The Commission noted that the proposal was not in the mid-century architectural style. The Commission noted the loss street tree and shrubs along the street.

Motion/Action: Motion was made by Luckinbill, seconded by Hyams to recommend that the project be redesigned. (6-0-0-1, McKee Absent)

8.E. File No.(s):	PLN2014-10671
Location:	1391 Market Street, a 5,200 square foot parcel located at the intersection of Market Street and Madison Street, APN: 269-36-011; property is zoned Single-Family Residential (R1-6L).
Applicant/Owner:	Michael Ferrito
Request:	Historic Designation and Design Review to allow interior remodel, front porch repairs, demolition and reconstruction of the rear porch, and installation of wooden shingle siding on the rear exterior elevation to match the remaining house
CEQA Determination:	Categorically Exempt per CEQA Section 15301, Existing Facilities
Project Planner:	Payal Bhagat, Assistant Planner II
Staff Recommendation:	Recommend approval, subject to conditions

Notice: The notice of public meeting for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet.

Discussion: Mr. Chen gave a brief presentation to the Commission and answered questions. No comments were received from the public during public comment period. Craig Mineweaser representing the owners explained the use of metal pipe railing on the front entrance porch. He presented pictures and noted that the proposal does meet the Secretary of interior's Standards as an appropriate railing alternative.

Motion/Action: Motion was made by Luckinbill, seconded by Mahan to recommend that the property be added to the City's Architecturally or Historically Significant Properties List and that the project be approved, subject to the following conditions. (6-0-0-1, McKee Absent)

- a) The current plans show a portion of the fence along Madison Street being six feet and remaining being 42 inches in height. The applicant shall revise the plans to show the entire fence at 42 inches in height. The applicant shall apply and seek and

encroachment permits to locate the fence adjacent to the sidewalk.

- b) The applicant shall seek approval from a Zoning Administrator Modification to increase the height of the front yard fence from 36 inches to 42 inches, and to legalize the existing studio space as a garage at a minimum width of 18'-4" where 20'-0" is required per Santa Clara City Code.

9. OTHER BUSINESS

9.A. Commission Procedures and Staff Communications

i. Announcements/Other Items

- Ulistac Natural Area Restoration & Education Project (Dennis Dowling)
 - Mr. Dennis Dowling provided a brief presentation on Ulistac Natural Area. He requested that the Commission support the project.
 - Mr. Chen noted that Ulistac Nature Area is under the care and responsibility of the Parks and Recreation Department. The Commission asked whether the presentation was shown to the Parks and Recreation Commission.
 - Mr. Dowling noted the organization will reach out to the Parks and Recreation Commission as suggested by the HLC.
- Correspondence received for HLC
 - Article from The CA Modernist "Mid-Century Mackay Homes Deserve Respect.
 - E-mail from Liz Siegel on Ulistac open space
- Adopted Planning Fee Schedule (verbal update)
 - Mr. Chen noted the Municipal Fee Schedule for 2015-16 was adopted by City Council on April 21, 2015 and included in the report under Agenda Item 9.A.ii.
- Update on NPOC progress to date (verbal update)
 - Update on Neighborhood Protection Ordinance Committee was provided in the agenda packet.
- Month of May is Historic Preservation Month (verbal update)
 - Mayor Mathews reported at the April 21, 2015 City Council on the issuance of a Proclamation for National Preservation Month and the Historical and Landmarks Commission Historic Walking Tour on May 31, 2015.
 - Mr. Chen noted that the Proclamation is displayed in the Preservation Month display case at City Hall
 - Walking Tour May 31st at 1:00pm; Advertisement in SC Weekly and Web; East Wing Display Case
- HLC Correspondence Discussion (verbal update)
 - None
- Monthly Report on HT properties: Residential reversions (verbal update)
 - None
- The Commission discussed review of Mills Act Contracts
 - Mr. Chen noted that the Planning Staff maintains a list of Mills Act Contracts.
 - The Commission by consensus requested review of the list of Mills Act Contracts for the City at the next HLC meeting.

ii. Report of the Liaison from the Planning and Inspection Department

- City Council and Planning Commission Actions (verbal update)

iii. Commission/ Board Liaison and Committee Reports

- Santa Clara Arts and Historic Consortium (McKee/Standifer as alternate)
[Fourth Monday of each month at 7:15 p.m. - Headen-Inman House]
- Historic Preservation Society of Santa Clara (Mahan/Luckinbill as alternate)
[Second Friday of each month at 10:00 a.m. - Harris Lass Preserve]
- Old Quad Residents Association (Hyams/Mahan as alternate)
- Architectural Committee (Mahan / Johns as alternate)
- Agnews Historic Cemetery Museum Committee (Standifer/Luckinbill as alternate)
- BART/ High Speed Rail/ VTA BRT Committee (Johns/McKee as alternate)
- Zoning Ordinance Update (Johns/Hyams Alternate)

- Preservation Ordinance Ad-hoc Committee (Mahan/Luckinbill and McKee as alternate)

iv. Commission Activities

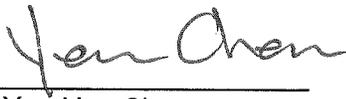
- Commissioner Travel and Training Reports
 - California Preservation Conference April 29th thru May 2nd. Commissioner Standifer attended the Preservation Conference. Commission Standifer report to the Commission on his participation at the event.

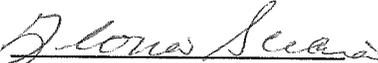
v. Upcoming Agenda Items

- Review of Public Information Handouts and Brochures – June
- Franklin Post Office Update (Lorie Garcia) – TBD
- Review of Street Name List (Lorie Garcia) – TBD

ADJOURNMENT

The meeting was adjourned at 10:59 p.m. The next regular Historical and Landmarks Commission meeting will be held on Thursday, June 4, 2015 at 7:00 p.m. in the City Council Chambers.

Prepared by: 
Yen Han Chen
Associate Planner

Approved: 
Gloria Sciara, AICP
Development Review Officer

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Meeting Date: 6/23/15

AGENDA REPORT

Agenda Item # 7D.4

City of Santa Clara, California



Date: June 5, 2015
To: City Manager for Council Information
From: Management Analyst to the City Manager
Subject: Note and File: Cultural Commission Minutes of May 4, 2015

On June 1, 2015, the Cultural Commission approved its minutes of May 4, 2015. These minutes are now being brought forward to the City Council to be noted and filed. Any items on these minutes marked for City Council Action were either brought forward already or will be brought forward under separate cover accompanied by a separate Agenda Report.

Yvonne Felix Galletta
Yvonne Felix Galletta
Management Analyst to the City Manager

APPROVED:

Julio J. Fuentes
Julio J. Fuentes
City Manager

Documents Related to this Report:
1) *Cultural Commission Minutes of May 4, 2015*



Minutes
Of the City of Santa Clara, California
Cultural Commission
for meeting held on Monday, May 4, 2015

Recommendations for Council Action: Approve submitted budget.

- I. Call to order
Called to order at 7:01 p.m.
- II. Roll call of commissioners:
Present: Beavers, Forte, Lockwood, Neal, Ryan, Schuk (via phone)
Absent: Fagundes
Visitors: none
- III. Approval of minutes
Minutes from April 6, 2015. M/S/C
- IV. Santa Clara Sister Cities Association
See attached report
- V. Announcements
none
- VI. New Business
 - A. Budget recommendations
Budget worksheet shows initial thoughts for reallocation of funds.
Neal offers a statement about the purpose of the Cultural Commission. Schuk requests the statement be included in the minutes.

Neal's statement:

The Cultural Commission acts in an advisory capacity to the City Council in matters pertaining to the enhancement of multi-cultural experiences and beautification of the City through art. Recommendations to the City Council also includes programs and activities that encourage educational cultural, sports, technical and governmental exchanges to help acquaint citizens of Santa Clara with cultural and political diversity here and abroad.

That is the letter of our duties as Commissioners, however when I read the words, I read them in the spirit of our duties. I read the enhancement of multi-cultural experiences, was to provide the widest examples of cultural experiences as would be appropriate. This I

believe we have failed to do, by funding the same groups for decades at a monetary level that used up our monies, to the extent of excluding other cultural arts.

So when I read the spirit of our duties, I read that we were to bring as many forms of art, as we could, to involve as many citizens, as we could, to give opportunities to as many artists, as we could, to acquaint as many citizens, as we could, to the numerous cultures, and to beautify our city as much as we could.

Acquainting citizens of Santa Clara with cultural and political diversity here and abroad, on our part was, almost completely absent until we got involved with the Triton Museum in the First Friday's project. The Triton brought us cultural diversity, the Triton and Sister Cities was acquainting the citizens with cultural exchanges. The Triton gave opportunities to a wider range of artists.

As Sumaiya Elahi said to me, 'I would never have had the opportunity to produce public art, in my country of Bangladesh.' At this time I wonder how many of Sumaiyas we have left behind, to fend for their art lives, alone?

Budget approved for new line item: Opportunities for Local Event Development.
Budget voted on by line item. Budget approved. See attached budget.

B. Forte will attend June 23 City Council meeting to advertise the upcoming vacancy on the commission.

C. Public art for the 50th anniversary of the Super Bowl
Commission requested spreading the word for the proposal. Need 2 judges. Forte and Lockwood volunteer for May 27 meeting, which will probably occur from 1-4 p.m. Top three nominations to come before commission for final recommendation to Council.

VI. Unfinished

A. 1. Triton Solstice June 20 event - Discussion to fund performers as mentioned in March minutes. Allocate \$2000 from Multicultural event for bands. Forte and Schuk volunteer to work out entertainment schedule.

2. Triton Free Fridays - End of season. Commission to begin aiding Schuk in finding performers for next year. Staff notes that the city now requires contracts for services, too.

B. Chalk art fest
Deferred to next month

C. Concerts in the park
Review schedule and consider which event to volunteer to spearhead

D. Street dance

Sub-committee needs to organize non-profits. Lockwood sent proposals to food businesses.

E. Utility box art update

Gallery that coordinates San Jose's boxes contacted. Discussion appointment TBD. Gallery now wants a fee for coordination. Beavers and Lockwood to attend discussion.

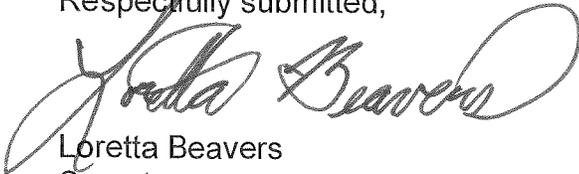
VII. Board meeting liaison confirmation for Triton Museum of Art & Sister Cities Association:

Sign-up sheet passed around and confirmed

IV. Adjournment

There being no further business, the meeting was adjourned at 9:25 p.m. to Monday evening, June 1, 2015 at 7:00 p.m. in the City Manager's Staff Conference Room.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Loretta Beavers".

Loretta Beavers
Secretary



Santa Clara Sister Cities Association

Coimbra, Portugal Izumo, Japan Limerick, Ireland
Est. August 4, 1972 Est. October 11, 1986 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

Patricia Knowles
Secretary

Patrick Nikolai
Treasurer

DIRECTORS

Tedra Nikolai
SCAYC- Director

Mary Erickson -
Corresponding Secretary
Membership Director

John G. Figueira, Jr.
Past President
1982 – 2001

Lorraine Figueira
Past Secretary
1985 – 2001

May Ban
Director at Large

Loretta Beavers
Director at Large

Report to the Cultural Commission – May 4, 2015

It is hard to believe it is May already. The first five months of this year have been so busy for Santa Clara Sister Cities and our fundraising season hasn't started!

The six students and chaperone that recently traveled to Coimbra, Portugal returned with lots of stories. They traveled to Lisbon, Porto and Coimbra and spent time seeing lovely architecture and visiting places of interest. Listening to them talk at the last Youth Commission meeting, they talked a lot about the culture and how people dressed. This group was definitely paying attention to their surroundings. It is these kinds of stories that remind you that this is what Sister Cities is all about. The students had a wonderful visit as did their chaperone, Pat Nikolai.

Ruth Lemmon, VP for Limerick, is looking into fundraising to send a group to Limerick next year – possibly March, 2016 as there are activities planned to commemorate the 100th anniversary of the Easter Rising. The Limerick group is also preparing to send a group of students to Limerick next October, 2016.

Santa Clara Sister Cities is grateful for the opportunity to be a part of Triton Free Friday over the past year. We appreciate the exposure we've had in the community as well as raise money for the scholarships we provide the students who want to travel.

There is an Irish Festival in Mountain View this weekend, May 9 and 10, at St. Stephen's Green, located at 223 Castro Street. The event runs from 12:00-8:00 PM. Here is a link for more information: <http://siliconvalleyirishleadh.com/> This would be an opportune time to see what is involved with putting on such an event and see if it is profitable. Several Sister Cities members plan on attending to look into what is involved.

Respectfully submitted by:

Kathy Watanabe
President, Santa Clara Sister Cities Association

Item:	FY 2014-16 Funding	FY 2015-16 Request	Motion Maker	Second	Vote Tally	Yes	No
Triton Museum	289,560	289,560					
Santa Clara Ballet	12,555	\$10,000	Beavers	Lockwood	Pass	4	2
Santa Clara Chorale	9,765	\$5,000	Beavers	Forte	Pass	6	0
Santa Clara Players	5,850	\$5,850	Forte	Ryan	Pass	4	2
Undecided Funding Group (Formerly Mission City Opera) FY 2014-15: Opera Bravura \$2,500 Balance: \$2,288	4,788	0					
Art in Public Places (Every Other Year \$8,000)	0	\$8,000	Neal	Ryan	Pass	6	0
Concerts in the Park	3,700	\$3,700	Forte	Lockwood	Pass	6	0
Keep Santa Clara Clean	1,500	\$1,500	Lockwood	Beavers	Pass	6	0
Art Banners Every Other Year \$6,000)	6,000	0					
Santa Clara Multi-Cultural Arts Event (Will be combined with Art Banners for Art in Public Places)	2,000	0					
Street Dance	11,332	\$11,332	Ryan	Beavers	Pass	6	0
Travel: Americans for the Arts conference/ (Included \$2,655) Along with IEC Full Budget	11,214 1,275	\$11,014 \$1,475	Ryan	Beavers	Pass	6	0
Miscellaneous expenses Music licenses Commission supplies Reimbursements for funded events							
First Friday Concerts at the Triton (\$10,000)	N/A	\$8,000	Beavers	Ryan	Pass	5	1
Opportunity for Local Event Development (Amount to be determined)	N/A	\$4,108	Beavers	Ryan	Pass	6	0
Total	\$359,539	\$359,539					

AGENDA REPORT

City of Santa Clara, California



Date: June 16, 2015

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Two Year Special Permit for Temporary Relocation of a Sprint Cellular Antenna from the Rooftop of the Building Located at 1313 Franklin Street to the Rear of the Building Located at 1356 Franklin Street (PLN2015-10962)

EXECUTIVE SUMMARY:

The applicant, Sanjeev Acharya of SiliconSage Builders, is requesting a two year Special Permit to allow the temporary relocation of a Sprint cellular antenna. The demolition of the existing building located at 1313 Franklin Street requires the antenna to be temporarily relocated to the rear of the building located at 1356 Franklin Street. Alternative sites were not available due to Sprint cellular signal range and location of antenna within a one block radius. The Sprint cellular antenna facility consists of a trailer-mounted cell site (COW) that measures 12 x 3 feet, stands 40 feet tall, and is located away from the Franklin Street frontage. The trailer mounted-cell site will occupy two parking spaces, reducing the total number of parking spaces from eight to six parking spaces in the parking lot. The reduction in parking spaces does not impact the neighboring properties. The temporary antenna will be screened by a six foot wooden slat security fence. The temporary relocation of the cellular antenna will allow SiliconSage Builders to then apply for a Use Permit to place the antenna back on the rooftop at a later date. Staff contacted the property owner of the proposed temporary site and confirmed consent for this proposal. The applicant also conducted neighborhood outreach, as detailed in the log attached to this report. An application, GIS map, and site plan are also attached.

Approval of the Special Permit is subject to the following conditions:

1. The permit shall be valid for two years from June 24, 2015 through June 24, 2017;
2. The applicant shall comply with all Zoning Ordinance regulations regarding temporary and permanent structures and obtain all necessary Building and/or Fire Department permits;
3. The applicant shall restripe the parking lot prior to placement of cellular antenna;
4. The applicant shall comply with Fire Department directives and requirements;
5. No other structures shall be erected in conjunction with this Special Permit; and
6. Upon conclusion of the two year Special Permit, 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.

City Manager for Council Action

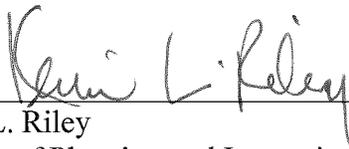
Subject: Temporary Relocation of Antenna from rooftop of 1313 Franklin to rear building of 1356 Franklin

June 16, 2015

Page 2

RECOMMENDATION:

That the Council approve the request for a two year Special Permit to allow temporary relocation of a Sprint cellular antenna from the rooftop of the building located at 1313 Franklin Street to the rear of the building located at 1356 Franklin Street, subject to conditions. (PLN2015-10962)



Kevin L. Riley

Director of Planning and Inspection

APPROVED:



Julio J. Fuentes

City Manager

Documents Related to this Report:

- 1) Planning Application***
- 2) Santa Clara GIS map***
- 3) Site Plan***
- 4) Community Outreach Log***



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 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: AK on 2/23/13
 Fee: 1501 Receipt number: _____
 PCC-SC meeting date: _____
 Tentative Commission date: _____
 Tentative AC meeting date: _____
 File number(s): 2015-10962

ENVIRONMENTAL REVIEW:
 EXEMPT NEG DEC EIR

Fax to: _____

Fax #: _____

Project Address: 1356 Franklin St Building area: 3,751 square feet
 County Assessor's Parcel Number (APN): 269-20-084 Gross lot area: 6.124 acres / square feet
 Development Project Description: Temporary relocation of Sprint cell antenna at the rear of the property.

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: Sanjeev Acharya Mailing address: 3255-2 Scott Blvd, #101 Day phone: 408-916-3205
 Company: Siliconsage builders City: Santa Clara Fax #: _____
 Signature: [Signature] Zip code: 95054 E-Mail (Optional): shaivali@siliconsage.com

Property Owner: Wayne Salvatore Mailing address: 1356 Franklin St Day phone: 408-858-8475
 Company: _____ City: Santa Clara Fax #: _____
 Signature: [Signature] Zip code: 95050 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.

NEED TO TEMPORARILY RELOCATE EXISTING CELL ANTENNA FROM 1313 FRANKLIN ST TO BUILD DOWNTOWN GATEWAY PROJECT ON THAT SITE. WE WILL APPLY FOR USE PERMIT TO PUT ANTENNA BACK ON THE DOWNTOWN GATEWAY PROJECT'S ROOF

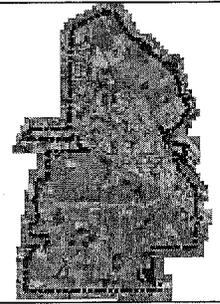
Tentative Map / Tentative Parcel Map / Lot-Line Adjustment application only:

Engineering firm: _____ Engineer's name: _____
 Address: _____ Phone #: _____
 Internet E-Mail (Optional): _____ Fax #: _____
 STAFF COMMENTS: see w/ [Signature] Engineer's signature: _____

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:



City of Santa Clara GIS Map



Legend

Sub Addresses

Site Addresses

- Single
- Multiple
- Place
- Utility
- Transit

Streets

- Small Streets
- Larger Streets

Air Parcels

Land Parcels

- Land Parcels
- Right of Ways
- Common Areas

August 2014

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Notes

0.0 0 0.01 0.0 Miles

NAD_1983_StatePlane_California_III_FIPS_0403_Feet
© City of Santa Clara

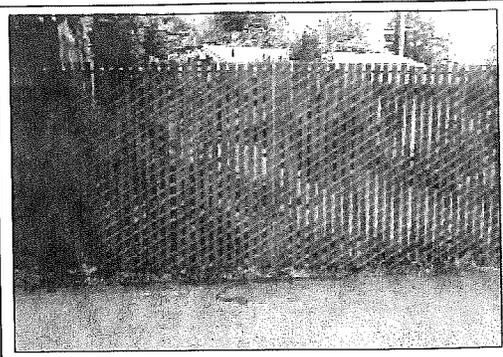
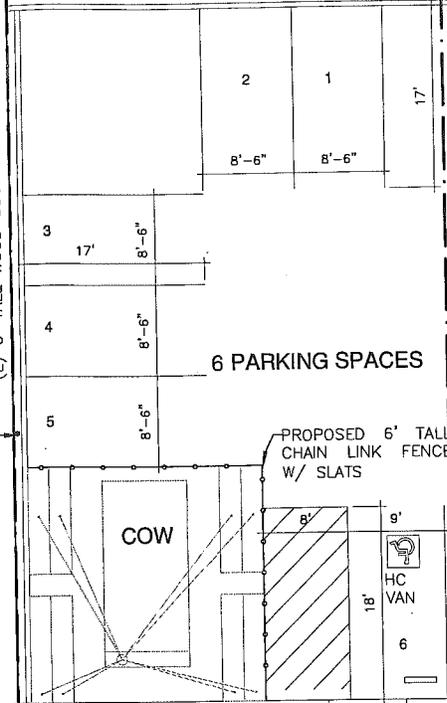
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

985 MADISON

40.63'

(E) 6' TALL WOOD GOOD NEIGHBOR FENCE



PROPOSED 6' TALL CHAIN LINK FENCE W/ SLATS

DES
325
San
Tel:
Fax:
WN
CO

(E) TREE

COW

HC VAN

CONCRETE WALKWAY

TRASH

APN 269-20-084

EXISTING TWO STORY BUILDING AT 1356 FRANKLIN

EXISTING DRIVEWAY EASEMENT

CONDUIT ON GROUND

PROPOSED POWER POLE

150.00'

150.00'

(E) 6' TALL CMU FENCE

40.63'

EXISTING SIDEWALK

FRANKLIN STREET

PROPOSED SITEPLAN

SCALE: 1/8" = 1'-0"



LA R R

Community Outreach Downtown Gateway

Cell on Wheels Relocation Advisory 6.5.15

Sanjeev,

Shaivali and I began walking the Santa Clara city block bounded by Franklin Street, Homestead Road, Monroe Street and Madison Street around 1pm on Friday, June 5th, 2015. Attached is a plat map showing location of property lines and APN guide. A summary below of the conversations we had with the property owners.

Residential

1. 945 Madison Street, Santa Clara CA 95050 APN: 269-20-091

Owner: Conceicao G. & Lucy Sardinha

Owner Conceicao Sardinha was home but we had a communication issue as Ms. Sardinha only speaks Portuguese. We left a note in the mailbox for her daughter Lucy (who speaks English) to please contact us so that we may give her information on the temporary COW location.

2. 1399 Homestead Road, Santa Clara CA 95050 APN: 269-20-090 & 269-20-089

Owner: Ronald & Yvonne Dieas

Owner Ronald Dieas was home and we spoke for about 20 minutes. We showed Mr. Dieas where the temporary COW would be located on an aerial map. Mr. Dieas said that his family had lived at that location for about 100 years. He was concerned about the parking issues and the influx of university students was having in the area. He was particularly concerned about parking in front of his house where his wife traditionally parks. He said he knew about the Franklin Project and was skeptical about the parking requirement and the ability to attract retail to the area. He said the neighborhood has changed from some time past. Mr. Dieas also owns the property adjacent (APN 269-20-089) to the main home on the corner.

3. 1341 Homestead Road, Santa Clara, CA 95050 APN: 269-20-095

Owner: Martin Kohl & Kohl Family Trust

Two units on property. Martin Kohl has a business mailbox (Kohl Photography) at this address but after speaking with the current tenants (separate residence facing Homestead) who all appear to be students, he does not live at this address. He does have a Photography studio located at 1105 Benton Street, about three blocks away. We visited this location and it was not open. We left a note on the door to please contact us as with Sardinha.

Update 6.9.15: Called Mr. Kohl's business phone and left a message to contact me on my cell number concerning project information for Downtown Gateway

4. 930 Monroe Street, Santa Clara CA 95050 APN: 269-20-087

Owner: Donald & Joclyne Von Raesfeld

Owner Donald Von Raesfeld was home and we spoke for about ten minutes. We showed Mr. Raesfeld a map of where we were temporarily relocating the COW and he said he was fine with the location. He wanted to know when the building would be complete and we gave him an 18 month to two year estimate.

Commercial

5. 950 Monroe Street, Santa Clara CA 95050 APN: 269-20-086

Owner: Von Raesfeld Family Partnership

Partner/Owner Myron Von Raesfeld office located on property at Click Realty. Spoke with Myron (Brother of Donald Raesfeld next door) at his office and let him know about the temporary COW placement as shown on the aerial. Mr. Raesfeld had no issues about the COW. He was looking forward to the new project and wanted to know when it would be complete.

6. 1336 Franklin Street, Santa Clara CA 95050 APN: 269-20-085

Owner: Milton & Emma Kaliterna

Milton passed away in September of 2014. We spoke with the business owner of the Salon located in front of property who informed us that Emma is 97 years old and infirmed but they are in contact on a semi-weekly basis. She also stated that the neighbor has already informed her that the COW would be going in next door and that neither she nor Emma had any issues with placement. She would remind Emma again about the placement.

7. 1356 Franklin Street, Santa Clara CA 95050 APN: 269-20-084

Owner: Wayne & Stella Salvatore

Subject property. Wayne Salvatore is waiting for us to install COW.

8. 1370 Franklin Street, Santa Clara CA 95050 APN: 269-20-083

Owner: Paul & Debra Roesti

Spoke with Debra several months ago when surveying COW locations. Parents started business here which she now runs. Debra would like us to put the Cell tower permanently on her building if possible or temporarily in the rear parking area. Our feasibility study showed these options as less desirable than current location.

9. 1390 Franklin Street, Santa Clara CA 95050 APN: 269-20-082

Owner: Tom Jew & Diane Naka

Commercial building houses a Dentist office (Tom Jew DDS) and secondary office/storage rented by Debra Roesti next door. Mr. Jew's office was closed and we left a message for him to contact us concerning Downtown Gateway Project.

Update 6.9.15: Called Mr. Jew's office and spoke with Admin. She said no message was received but she would forward my cell phone number and have him return the call

We will continue to reach out to Sardinha, Kohl and Jew until contact is made.

David Amaral

Director Sales & Marketing

SiliconSage Homes



Date: June 9, 2015

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Public Hearing for a Four-Unit Planned Development Project Located at 820 Civic Center Drive: Approval of Rezone from ML–Light Industrial to PD–Planned Development and Tentative Parcel Map [PLN2014-10615]

EXECUTIVE SUMMARY:

The applicant requests rezoning from ML–Light Industrial to PD–Planned Development, and Tentative Parcel Map approval for the subdivision of a 0.36 acre site to create a four-unit planned development. The project includes preservation of an existing house and the construction of a detached two-car garage and two-bedroom apartment on one parcel, and the construction of two new single family homes on two new parcels. The project was reviewed at a noticed public hearing by the Historical and Landmarks Commission (HLC) on March 5, 2015, where the HLC recommended approval subject to recommending the City Council forgo a 10-foot property dedication requirement for street widening, so the spaciousness of the property's Alviso Street side yard and an existing mature redwood tree in this side yard can be maintained.

The project was reviewed by the Planning Commission at a noticed public hearing on May 20, 2015, where the Planning Commission recommended that the City Council approve the requested Rezone, subject to the conditions of approval in the staff report. Conditions of Approval E8 and E9 pertaining to the right-of-way dedication have been modified per the developer's request, in order to allow the developer to enter into an agreement with the City, to defer the ultimate street improvements until called-for by the City, and construct City standard sidewalk improvements along the non-widened Alviso Street frontage in the interim.

An additional condition of approval, P13, has also since been added to address some issues and Police Department calls for service related to a group of residents that have recently occupied the existing house for use as a sober living home. A separate application for a Special Permit has recently been filed with the City for continued use of the existing house as a sober living environment for up to 14 residents.

Excerpt Minutes from the HLC and Planning Commission hearings are attached. The project was determined to be Categorically Exempt from CEQA pursuant to Section 15332 – In-Fill Development Projects.

The notice of public hearing for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet of the project site.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this project would provide an opportunity to locate three new high quality residential units in close proximity to transit facilities along the El Camino Real. The proposal includes varied unit sizes, increasing the City's housing stock while enhancing choices of housing tenure, type and location, and

affordability. The proposal also preserves an existing single family house as an eligible historic resource on site. The project's architectural style provides variation in design while complementing the existing house on the site, thus providing a visually interesting streetscape.

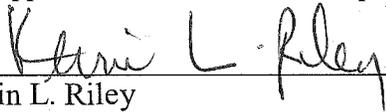
ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council adopt Resolutions for the Four-Unit Planned Development Project Located at 820 Civic Center Drive to:

- 1) Approve a Rezone from ML-Light Industrial to PD-Planned Development; and,
- 2) Approve a Tentative Parcel Map.



Kevin L. Riley
Director of Planning and Inspection

APPROVED:



Julio J. Fuentes
City Manager

Documents Related to this Report:

- 1) *City Council Resolution Approving Rezoning from CT to PD*
- 2) *City Council Resolution Approving Tentative Parcel Map*
- 3) *Conditions of Rezone Approval*
- 4) *Conditions of Tentative Parcel Map Approval*
- 5) *Planning Commission Draft Excerpt Minutes from the meeting of 05/20/15*
- 6) *Planning Commission Staff Report from the meeting of 05/20/15*
- 7) *Historical and Landmarks Commission Excerpt Minutes from the meeting of 03/05/15*
- 8) *Historical and Architectural Evaluation and completed State Department of Parks and Recreation Form (DPR)*
- 9) *Correspondence*
- 10) *Development Plans*

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, APPROVING A REZONING FROM ML –
LIGHT INDUSTRIAL TO PD-PLANNED DEVELOPMENT
FOR A FOUR-UNIT PLANNED DEVELOPMENT
PROJECT AT 820 CIVIC CENTER DRIVE, SANTA CLARA**

PLN2014-10615 (Rezoning)

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

WHEREAS, on December 2, 2014, Michael Fisher (“Applicant”) applied for a Rezoning from ML-Light Industrial to PD-Planned Development for a 0.36 acre site located at the southwest corner of Alviso Street and Civic Center Drive at 820 Civic Center Drive (“Project Site”);

WHEREAS, the Project Site is currently zoned as ML-Light Industrial;

WHEREAS, in order to implement the proposed development, the Project Site needs a Rezoning to Planned Development to facilitate the development of a four-unit planned development inclusive of preserving an existing house on site (“Project”), as shown on the Development Plans, as attached as Exhibit “Development Plans”;

WHEREAS, the project is determined to be Categorical Exempt from CEQA pursuant to Section 15332 – In-Fill Development Projects, as:

- (a) The project, as rezoned, would be consistent with the applicable general plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations;
- (b) The proposed development occurs within the City limits on a project site of no more than five acres substantially surrounded by urban uses;
- (c) The project site has no value as habitat for endangered, rare or threatened species;
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and,

quality, or water quality; and,

(e) The site can be adequately served by all required utilities and public services;

WHEREAS, the project was reviewed at the regular Historical and Landmarks Commission meeting of March 5, 2015 where the Commission recommended approval of the project;

WHEREAS, the Planning Commission held a duly noticed hearing on May 20, 2015 to consider the rezoning application and forwarded the Project to City Council with a recommendation of approval;

WHEREAS, on June 10, 2015, pursuant to section 18.112.060 of the City of Santa Clara Code, a notice of public hearing was posted in at least three conspicuous places within three hundred (300) feet of the effected property, and mailed to property owners within three hundred (300) feet of the Project Site; and,

WHEREAS, the City Council conducted a duly noticed public hearing on June 23, 2015, during which the Council invited and considered any and all verbal and written testimony offered in favor of and in opposition to the Project.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. The City Council rezones the Project Site, shown on Exhibit "Development Plans" and conditioned in Exhibit "Conditions of Approval", attached hereto and incorporated by this reference, from ML-Light Industrial to PD-Planned Development to allow a four-unit planned development inclusive of preserving an existing house on the Project Site.

3. That the City Council determines that a rezoning is appropriate here and that the following findings exist in support of the rezoning:

A. The existing Light Industrial zoning is inappropriate or inequitable in that, the existing zoning for the Project Site does not allow residential uses beyond the tolerances set forth in the Nonconforming Uses section of Chapter 18.94 of the City's Zoning Ordinance. The proposed rezoning would allow preservation of a potentially eligible historic resource on the property.

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 provides additional high quality residential units in an urbanized area which increases the City's housing stock with adequate choices of housing tenure, type and location, and affordability.

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 allows the redevelopment of a underutilized site with high quality housing in proximity to transit facilities and along a major transportation corridor (El Camino Real).

D. That 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 for the preservation of a potentially eligible historic resource and the construction of additional dwelling units to comply with the policies and intent of the General Plan envisioned for this area.

4. That based on the findings set forth in this resolution and the evidence in the City Staff Report, the City Council hereby rezones the Project Site as set forth herein.

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

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, 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. Conditions of Approval
2. Development Plans

I:\PLANNING\Current Planning\2011-2014\2014\Project Files Active\PLN2014-10765 1480 Main Street (Rezoning)\CC\Resolution-1480 Main PD Rezone.doc

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, APPROVING THE TENTATIVE PARCEL
MAP FOR THE PROPERTY LOCATED AT 820 CIVIC
CENTER DRIVE, SANTA CLARA**

PLN2014-10615 (Application for Rezoning)
PLN2014-10825 (Tentative Parcel Map)

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

WHEREAS, on December 2, 2014, Michael Fisher (“Applicant”) applied for a Rezoning from ML-Light Industrial to PD-Planned Development for a 0.36 acre site located at the southwest corner of Alviso Street and Civic Center Drive at 820 Civic Center Drive (“Project Site”);

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, consistent with the proposed uses under the development plan, the proposal includes the subdivision of a 0.36 acre site into 3 parcels, as shown on Exhibit “Tentative Parcel Map” and attached hereto by this reference;

WHEREAS, on March 31, 2015, the Subdivision Committee determined that the application was complete and that the proposed parcel map be reviewed by the City Council in conformance with Section 17.05.400 of the SCCC as a Tentative Parcel Map along with the project;

WHEREAS, Section 17.05.400 (d) of the SCCC requires that the City Council hold a public hearing before considering the approval of a Tentative Parcel Map for the division of land;

WHEREAS, Section 17.05.400 (d) of the SCCC further requires that notice of the public hearing before the City Council be given by providing notice to all property owners within three hundred (300) feet of the proposed Tentative Parcel Map area by mail and by posting a notice of public hearing in at least three places within vicinity of the project site;

WHEREAS, notice of the public hearing on the Tentative Parcel Map was published in the *Santa Clara Weekly*, a newspaper of general circulation for the City, on June 10, 2015;

WHEREAS, on June 10, 2015, notices of the public hearing on the Tentative Parcel Map were mailed to all property owners within three hundred (300) feet of the proposed Tentative Parcel Map, according to the most recent assessor's roll;

WHEREAS, the project is determined to be Categorically Exempt from CEQA pursuant to Section 15332 – In-Fill Development Projects, as:

(a) The project, as rezoned, would be consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations;

(b) The proposed development occurs within the City limits on a project site of no more than five acres substantially surrounded by urban uses;

(c) The project site has no value as habitat for endangered, rare or threatened species;

(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and,

(e) The site can be adequately served by all required utilities and public services; and,

WHEREAS, on June 23, 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 present verbal and written testimony and evidence in favor of and in opposition to the proposed parcel map.

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 this Resolution incorporates, and by this reference makes a part hereof, that certain Tentative Parcel Map, attached hereto as Exhibit “Tentative Parcel Map”.

3. Tentative Parcel Map Findings. The City Council finds and determines that:

A. The Tentative Subdivision Map is consistent with the objectives, policies, general land use and programs specified in the City’s General Plan in that the proposed Tentative Parcel Map is to allow the development of a four unit planned development, inclusive of the preservation of an existing house on site, at a proposed density within the minimum and maximum limits established by the General Plan. The project is also consistent with the El Camino Real Focus Area policies of the City’s General Plan.

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 – Tentative Parcel Map”, attached hereto and incorporated by this reference.

C. The site is physically suitable for the proposed type of development in that the project is designed to provide high quality housing with a variety of options that is designed to be consistent with the on-going and proposed development adjacent to the Project Site.

D. This site is physically suitable for the proposed density of development in that the Project Site is located in an urbanized area and allows for redevelopment consistent with the Community Mixed Use policies of the General Plan.

E. The design of the subdivision and type of improvements are not likely to cause serious public health problems in that the current site has served the existing residential development to be preserved since 1935, and does not propose the use of hazardous chemicals or materials.

F. The design of the subdivision and type of improvements are not likely to cause substantial environmental damage and will not substantially or unavoidable injury fish or wildlife or their habitat in that the project is located in an urbanized setting, on a site currently developed for single family residential use.

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 encroachments and conflicts with public easements in the site design.

H. The tentative parcel map provides, to the extent feasible, for future passive or natural heating or cooling opportunities, in that each of the homes would all be retrofitted with windows that can be opened.

4. That based on the findings set forth in this resolution, and the evidence in the City Staff Report, the City Council approves the tentative parcel map for the Project Site as set forth herein.

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

//

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 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. Tentative Parcel Map
2. Conditions of Approval – Tentative Parcel Map

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CONDITIONS OF REZONE APPROVAL

CONDITIONS OF APPROVAL

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

GENERAL

- G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.
- G2. Comply with all applicable codes, regulations, ordinances and resolutions.

ATTORNEY'S OFFICE

- A1. The Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

PLANNING AND BUILDING INSPECTION

- P1. It shall be the developer's responsibility through his engineer to provide written certification that the drainage design for the subject property will prevent flood water intrusion in the event of a storm of 100-year return period. The developer's engineer shall verify that the site will be protected from off-site water intrusion by designing the on-site grading and storm water collection system using the 100-year hydraulic grade line elevation provided by the City's Engineering Department or the Federal Flood Insurance Rate Map, whichever is more restrictive. Said certification shall be submitted to the City Building Inspection Division prior to issuance of building permits.
- P2. The project site is located in Seismic Hazard Zone as identified by the State Geologist for potential hazards associated with liquefaction, pursuant to the Seismic Hazard Mapping Act (Div.2 Ch7.8 PRC), and the developer shall prepare and submit a geotechnical hazards investigation report acceptable to the City of Santa Clara Building Official prior to issuance of permits.
- P3. Submit plans for final architectural review to the Planning Division for Architectural Review and approval prior to issuance of building permits. Said plans to include, but not be limited to: final stormwater pollution prevention (C.3) utility plans, site plans, floor plans, elevations, site lighting, and landscaping and irrigation plans.
- P4. Comply with the requirements of the Airport Land Use Commission, as directed by the City. Requirements shall include construction to applicable noise reduction standards.
- P5. In the event historic/prehistoric artifacts or human remains are discovered during ground disturbing activities, the following measures will be implemented: In compliance with State law (Section 7050.5 of the Health and Safety Code and Section 5097.94 of the Public Resources Code), in the event human remains are encountered during grading and construction, all work within 25 feet of the find will stop and the Santa Clara County Coroner's office will be notified. If the remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission to identify the "Most Likely Descendant" (MLD). The City, in consultation with the MLD, would then prepare a plan for treatment, study and reinternment of the remains.

- P6. In compliance with State law (Section 7050.5 of the Health and Safety Code and Section 5097.94 of the Public Resources Code), in the event that historical artifacts are found, all work within 50 feet of the find will stop and a qualified archaeologist will examine the find. All significant artifacts and samples recovered during construction would be cataloged and curated by a qualified archaeologist and placed in an appropriate curation facility. The archaeologist must then submit a plan for evaluation of the resource to the City of Santa Clara Planning Division for approval. If the evaluation of the resource concludes that the found resource is eligible for the California Register of Historic Resources, a mitigation plan must be submitted to the City of Santa Clara Planning Division for approval. The mitigation plan must be completed before earthmoving or construction activities can recommence within the designated resource area.
- P7. The following measures are included in the project to reduce the potential for nuisances related to construction:
- a. Construction activities shall be limited to the hours between 7:00 AM and 6:00 PM, Monday through Friday, and between the hours of 9:00 AM to 6:00 PM on Saturday. No construction activities shall occur on Sundays or holidays.
 - b. Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
 - c. Locate stationary noise generating equipment as far as possible from adjacent residential properties.
 - d. Acoustically shield stationary equipment located near existing residential properties.
 - e. Utilize “quiet” air compressors and other stationary noise sources where technology exists.
 - f. The contractor shall prepare a construction plan identifying the schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordinating with adjacent residential land uses so that construction activities can be scheduled to minimize noise disturbance.
- P8. Designate a “disturbance coordinator” who would be responsible for responding to any complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., bad muffler, etc.) and will require that reasonable measures be implemented to correct the problem.
- P9. Individual garbage and recycling containers shall be kept inside garages until collection day.
- P10. Provide automatic garage door openers for each garage.
- P11. Project site landscaping shall be maintained in good condition throughout the life of the Project and no trees shall be removed without City review and approval. Trees permitted by the City for removal shall be replaced at a 2:1 ratio with 24-inch box specimen trees reviewed and approved by the City.
- P12. Minor changes to individual homes would be subject to Planning Department review and approval prior to issuance of building permits.
- P13. The use of each of the dwellings shall be limited to single family residential use, and, in accordance with Santa Clara City Code, Section 18.60.030.C, to the extent not preempted by the laws of the State of California, (i) for those twenty-four (24)-hour care facilities providing the types of care identified in the California Community Care Facilities Act (Health and Safety Code Section 1500 et seq.), (ii) those facilities identified under the auspices of the State Department of Alcohol and Drug Programs (California Health and Safety Code Section 11750 et seq.), and (iii) for all other facilities providing care and/or

treatment in a residential or planned development zoning district, the City requires that a special permit first be obtained from the City Council after a hearing with public notice.

ENGINEERING

- E1. Obtain site clearance through Engineering Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Engineering Department at (408) 615-3000 for further information.
- E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be included within a **Single Encroachment Permit** issued by the City Engineering Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
- E3. Developer shall 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. 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.
- 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. Proposed driveways shall be per City Standard Detail ST-4 or ST-5, with a 12 ft. minimum width.
- E7. 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.
- E8. Dedicate street right-of-way along the Alviso Street frontage for a 30' wide half-street and a 20' property corner radius.
- E9. Construct street widening improvements along property's Alviso Street frontage to align with existing street improvements (curb, gutter, sidewalk, etc.) on Alviso at El Camino Real(ultimate street improvements) or pay appropriate fees and execute a covenant running with the land to defer the ultimate street improvements and construct City standard sidewalk improvements along the non-widened Alviso Street frontage.
- E10. Dedicate, as required, on-site easements for new sidewalk by means of parcel/final map or approved instrument at time of development.
- E11. Relocate existing Limited Parking signs/posts on Civic Center Dr. to back of walk. Post/Foundation shall be per City Standard Detail TR-1.
- E12. Submit public improvement plans prepared in accordance with City Engineering Department procedures which provide for the installation of public improvements. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.
- E13. File and record subdivision map to create parcels for proposed development and pay all appropriate fee(s) prior to Building Permit issuance.

- E14. Show and install clean-out at the existing sanitary sewer lateral servicing the existing house and show that the existing lateral is in good condition i.e. video.

ELECTRICAL

- EL1. Any relocation of existing electric facilities shall be at Developer's expense.
- EL2. 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).
- EL3. 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 bear the cost and install 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)).
- EL4. If transformer pads are required, City Electric Department requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced from a 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" min. wide sidewalk. Transformer pad must be a minimum of 10'-0" from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.
- EL5. Provide space on-site for single-phase pad-mount transformer. 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.
- 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. 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.
- EL8. Applicant is advised to contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-261-5469 to facilitate plan review.

WATER

- W1. Prior to the issuance of Building or Grading Permits, the applicant must indicate the disposition of all existing water services on the plans. The applicant must properly abandon all existing water services on the property that will not be used per Water & Sewer Utilities standards.
- W2. Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the on-site public water

- utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities.
- W3. 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.
- W4. 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.
- W5. 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.
- W6. 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.

POLICE

- PD1. Address numbers of the individual units shall be clearly visible from the street and shall be a minimum of six (6) inches in height and of a color contrasting with the background material. Numbers shall be illuminated during the hours of darkness. Individual apartment numbers shall be a minimum of six (6) inches in height and a color contrasting to the background material and either visible from the street or from the center area of the project.
- PD2. In a development where there is an alley, driveway, etc. providing a rear entrance or access, the address shall be displayed to both the front and rear of the individual buildings. Where an alley, driveway, etc. provides vehicular access, address numbers shall be clearly visible from that access.

FIRE

Occupancy Classifications:

- F1. State the occupancy classification in accordance with the 2013 California Building Code for each building or areas.

Emergency Escape and Rescue :

- 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).

Santa Clara Muncial Fire and Environmental Code:

- F3. Refer to <http://santaclaraca.gov/index.aspx?page=564> for local amendments and standards.
- F4. **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.

Fire Permits and Guidelines:

- F5. Refer to <http://santaclaraca.gov/index.aspx?page=1548> for fire permits and guidelines.

Required Fire Sprinkler/Suppression Systems:

- F6. An automatic fire sprinkler system shall be installed throughout all new buildings and structures (2013 SCMFEC 903.2).
- F7. **For R-3 occupancies (single family homes) the installation of a 13D system shall meet the following configuration:** Where a common supply main is used to supply both domestic and sprinkler systems, a single control valve located in the water meter pit shall be provided to shut off both the domestic and sprinkler systems, and a separate shutoff valve shall be provided for the domestic system only (2013 NFPA 13D, 7.1). **NOTE:** A separate sprinkler control valve **shall not** be installed since monitoring is not required for a 13D system.

Required Fire Alarm Systems/Single Station Smoke Alarms/Carbon Monoxide Detectors:

- F8. 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.
- F9. In all **newly** constructed Group R occupancies located in a building containing a fuel-burning appliance 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.

- F10. **Smoke Alarms for existing Group R occupancies** as defined in the California Residential Code: When alterations, repairs, or additions requiring a permit occur, or when one or more sleeping room’s area added or created in existing dwellings, the individual dwelling unit shall be equipped with smoker alarm located as required for new dwellings (CRC 314.3.1, CFC 907.2.11.6). **Exception:** See Section R314.6 of the California Residential Code.
- F11. 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.
 - b. Other power sources recognized for use by NFPA 720.
- F12. 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).

- F13. 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. 3. For R-1 (i.e. hotels) only: On the ceiling of sleeping units with permanently installed fuel-burning appliances. **NOTE: It is recommended to install “multi-purpose alarms” – Carbon monoxide alarms combined with smoke alarms, that are listed and approved by the Office of the State Fire Marshal.**
- F14. 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).

Fire Safety During Construction:

- F15. **At the time of permit application, submit** a construction “**Fire Safety Plan**” to the Fire Department for review and approval. The “Fire Safety Plan” shall address fire protection (i.e., access roads, water mains, on-site fire hydrants, fire extinguishers and standpipes) be installed and made serviceable prior to the time of construction. Include in the safety plan the location of fire extinguishers, fire hydrants (public and private), storage of combustible construction materials, propane tanks, and “NO SMOKING” signs. Plus the Safety plan shall address the how the following items will be used: temporary heating devices, temporary electrical wiring, cutting/welding and other open-flame devices. See “Standards for Construction site fire Safety” handout or website at www.unidocs.org/fire

Fire Department (Required on plans/ drawings at the time of application)

- F16. **At the time of Building Permit application, submit** Civil Drawings that denote existing and proposed locations of fire hydrants, underground sectional valves, fire department connections and post indicator valves for fire department review and approval.
- F17. Prior to combustible materials being brought onto the site, approved fire apparatus access roads shall be constructed. These shall be capable of supporting the imposed fire apparatus load (75,000 lbs.) and have a FD approved all-weather driving surface.
- F18. Construction materials shall not obstruct access roads, access to buildings, hydrants or fire appliances.
- F19. Combustible construction in excess of 100 feet from the street shall not commence until emergency access roads; underground fire service lines and permanent on-site hydrants are in service and have been tested, flushed and approved by the Fire Department.
- F20. During construction of a building and until permanent fire-extinguishers have been installed, portable fire extinguishers are required within 50 feet travel distance to any part of the building in accordance with California Fire Code and the Santa Clara Municipal Fire and Environmental Code.
- F21. General Permit Storm Water Discharges Associated with Construction Activity-Water Quality through the State (order 99-08-DWQ) shall be adhered to regarding non-point source issues on construction sites. (i.e., prevention of paints, debris, etc. from going down storm drains). The Permit is issued by the State Water Resources Control Board. Information regarding the permit can be found at the following website: www.waterboards.ca.gov/stormwtr/index.html.

- F22. Internal-combustion-powered construction equipment shall be used as follows; (a) Equipment shall not be refueled while in operation, (b) Exhausts shall be piped to the outside of the building.

STREETS

- ST1. Prior to submitting any project for Street Department review, applicant shall provide a site plan showing all existing trees 4" or larger (measured 30" from grade including size and species), proposed trees (including size and species), existing stormwater drainage facilities, and proposed storm water drainage facilities. Trees are to be noted as to whether they are proposed to be saved or removed. City tree preservation specifications are to be included on all plans where existing trees are to be saved during construction. A copy of these specifications can be obtained from the City Arborist at 408-615-3080.
- ST2. Prepare a tree protection plan for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site, including adjacent property if impacted.
- ST3. No cutting of any part of City trees, including roots, shall be done without following City Tree Preservation Specifications and securing approval and direct supervision from the City Arborist at 408-615-3080.
- ST4. No cutting of any part of private trees, including roots, shall be done without direct supervision of a certified arborist (Certification of International Society of Arboriculture).
- ST5. Applicant is advised to contact Street Department to obtain required tree removal permits in the event trees are removed at 408-615-3080 to facilitate plan review.
- ST6. All landscaping and irrigation systems shall meet City standard specifications.
- ST7. Incorporate Best Management Practices (BMPs) into construction plans and incorporate post construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of permits. Proposed BMPs shall be submitted to and thereafter reviewed and approved by the Planning Division and the Building Inspection Division for incorporation into construction drawings and specifications.
- ST8. All post construction structural controls shall require property owner to execute with City a Stormwater Treatment Measures Inspection and Maintenance Agreement for each parcel.
- ST9. Provide the Street Department with information to evaluate proposed stormwater pollution prevention improvements, if applicable. Applicant to coordinate with Dave Staub of the Street Department at 408-615-3080 prior to re-submittal.
- ST10. Applicant to comply with City Development Guidelines for Solid Waste Services as specified by development type. Set up meeting with Dave Staub of the Street Department at 408-615-3080 to discuss the requirements.
- ST11. Applicant to comply with City Code Section 8.25.285 and recycle or divert at least fifty percent (50%) of materials generated for discards by the project during demolition and construction activities. No building, demolition or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. After completion of project, applicant shall submit a construction and demolition debris recycling report as stipulated by ordinance, or be subject to monetary, civil, and/or criminal penalties.

PARKS AND RECREATION

PR1. Pursuant to Chapter 17.35 of the City Code, in-lieu of parkland dedication and under the Quimby Act, developer shall pay \$63,324.00 for the two proposed new single family homes; and further, in-lieu of parkland dedication and under Mitigation Fee Act provisions, developer shall pay \$20,913.00 for the proposed two-bedroom residential rental unit in the 95050 zip code area of the City, for a project total of \$84,237.00 (application deemed complete in Fiscal Year 2014-15), which shall be paid to the City prior to the issuance of building permits. Should the number of units increase or decrease during the Project approval process the parkland dedication and in-lieu fee amount will be recalculated.

I:\PLANNING\Current Planning\2011-2014\2014\Project Files Active\PLN2014-10615 820 Civic Center Drive (PD Rezone)\PC\Conditions of Rezoning Approval.doc

CONDITIONS OF APPROVAL - TENTATIVE PARCEL MAP

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

GENERAL

- G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.
- G2. Comply with all applicable codes, regulations, ordinances and resolutions.

ATTORNEY'S OFFICE

- A1. The Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

PLANNING & BUILDING INSPECTION

- P1. It shall be the developer's responsibility through developer's engineer to provide written certification that the drainage design for the subject property will prevent flood water intrusion in the event of a storm of 100-year return period. The developer's engineer shall verify that the site will be protected from off-site water intrusion by designing the on-site grading and storm water collection system using the 100-year hydraulic grade line elevation provided by the City's Engineering Department or the Federal Flood Insurance Rate Map, whichever is more restrictive. Said certification shall be submitted to the City Building Inspection Division prior to issuance of building permits.
- P2. Incorporate Best Management Practices (BMPs) into construction plans and incorporate post construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of permits. Proposed BMPs shall be submitted to and thereafter reviewed and approved by the Planning Division and the Building Inspection Division for incorporation into construction drawings and specifications.
- P3. An erosion control plan shall be prepared and copies provided to the Planning Division and to the Building Inspection Division for review and approval prior to the issuance of grading permits or building permits that involve substantial disturbance of substantial ground area.
- P4. Identified existing mature trees to be maintained. Prepare a tree protection plan for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site. Provide 48-inch box trees for screening adjacent to the existing residential properties, type to be determined by City Arborist.
- P5. Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays.
- P6. Prior to issuance of a demolition permit, Developer/Owner shall have an asbestos survey of the proposed site performed by a certified individual. Survey results and notice of the

proposed demolition are to be sent to the Bay Area Air Quality Management District (BAAQMD). No demolition shall be performed without a demolition permit and BAAQMD approval and, if necessary, proper asbestos removal.

ENGINEERING

- E1. Submit public improvement plans prepared in accordance with City Engineering Department procedures which provide for the installation of public improvements. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.
- E2. After City Council approval of Tentative Parcel Map, submit 12 copies of Parcel Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees. Parcel Map must be approved by staff and recorded by developer prior to building permit issuance.
- E3. 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.
- E4. Proposed driveways shall be per City Standard Detail ST-4 or ST-5, with a 12 ft. minimum width.
- E5. 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.
- E6. Dedicate, as required, on-site easements for new sidewalk by means of parcel/final map or approved instrument at time of development.
- E7. Obtain site clearance through Engineering Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Engineering Department at (408) 615-3000 for further information.
- E8. Dedicate street right-of-way along the Alviso Street frontage for a 30' wide half-street and a 20' property corner radius.
- E9. Construct street widening improvements along property's Alviso Street frontage to align with existing street improvements (curb, gutter, sidewalk, etc.) on Alviso at El Camino Real (ultimate street improvements) or pay appropriate fees and execute a covenant running with the land to defer the ultimate street improvements and construct City standard sidewalk improvements along the non-widened Alviso Street frontage.
- E10. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be included within a **Single Encroachment Permit** issued by the City Engineering Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
- E11. 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.

- E12. Relocate existing Limited Parking signs/posts on Civic Center Dr. to back of walk. Post/Foundation shall be per City Standard Detail TR-1.

FIRE

Occupancy Classifications:

- F1. State the occupancy classification in accordance with the 2013 California Building Code for each building or areas.

Emergency Escape and Rescue :

- 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).

Santa Clara Muncial Fire and Environmental Code:

- F3. Refer to <http://santaclaraca.gov/index.aspx?page=564> for local amendments and standards.

Fire Permits and Guidelines:

- F4. Refer to <http://santaclaraca.gov/index.aspx?page=1548> for fire permits and guidelines.

Required Fire Sprinkler/Suppression Systems:

- F5. **For R-3 occupancies (single family homes) the installation of a 13D system shall meet the following configuration:** Where a common supply main is used to supply both domestic and sprinkler systems, a single control valve located in the water meter pit shall be provided to shut off both the domestic and sprinkler systems, and a separate shutoff valve shall be provided for the domestic system only (2013 NFPA 13D, 7.1). **NOTE:** A separate sprinkler control valve **shall not** be installed since monitoring is not required for a 13D system.

Fire Safety During Construction:

- F6. **At the time of permit application, submit** a construction “**Fire Safety Plan**” to the Fire Department for review and approval. The “Fire Safety Plan” shall address fire protection (i.e., access roads, water mains, on-site fire hydrants, fire extinguishers and standpipes) be installed and made serviceable prior to the time of construction. Include in the safety plan the location of fire extinguishers, fire hydrants (public and private), storage of combustible construction materials, propane tanks, and “NO SMOKING” signs. Plus the Safety plan shall address the how the following items will be used: temporary heating devices, temporary electrical wiring, cutting/welding and other open-flame devices. See “Standards for Construction site fire Safety” handout or website at www.unidocs.org/fire

Fire Department (Required on plans/ drawings at the time of application)

- F7. **At the time of Building Permit application, submit** Civil Drawings that denote existing and proposed locations of fire hydrants, underground sectional valves, fire department connections and post indicator valves for fire department review and approval.
- F8. Prior to combustible materials being brought onto the site, approved fire apparatus access roads shall be constructed. These shall be capable of supporting the imposed fire apparatus load (75,000 lbs.) and have a FD approved all-weather driving surface.
- F9. Construction materials shall not obstruct access roads, access to buildings, hydrants or fire appliances.
- F10. Combustible construction in excess of 100 feet from the street shall not commence until emergency access roads; underground fire service lines and permanent on-site hydrants are in service and have been tested, flushed and approved by the Fire Department.

- F11. General Permit Storm Water Discharges Associated with Construction Activity-Water Quality through the State (order 99-08-DWQ) shall be adhered to regarding non-point source issues on construction sites. (i.e., prevention of paints, debris, etc. from going down storm drains). The Permit is issued by the State Water Resources Control Board. Information regarding permit can be found online at the following website: www.waterboards.ca.gov/stormwtr/index.html.
- F12. Internal-combustion-powered construction equipment shall be used as follows; (a) Equipment shall not be refueled while in operation, (b) Exhausts shall be piped to the outside of the building.

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, 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.
- W4. 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.
- W5. 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.
- W6. 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.

ELECTRIC

- EL1. Any relocation of existing electric facilities shall be at Developer's expense.
- EL2. 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).
- EL3. 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 bear the cost and install 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)).

- EL4. If transformer pads are required, City Electric Department requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced from a 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" min. wide sidewalk. Transformer pad must be a minimum of 10'-0" from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.
- EL5. Provide space on-site for single-phase pad-mount transformer. 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.
- 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 Stndrd. MS-G7, Rev. 2.
- EL7. 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.
- EL8. 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.

POLICE

- PD1. In a development where there is an alley, driveway, etc. providing a rear entrance or access, the address shall be displayed to both the front and rear of the individual buildings. Where an alley, driveway, etc. provides vehicular access, address numbers shall be clearly visible from that access.

STREET

- ST1. Prior to submitting any project for Street Department review, applicant shall provide a site plan showing all existing trees 4" or larger (measured 30" from grade including size and species), proposed trees (including size and species), existing stormwater drainage facilities, and proposed storm water drainage facilities. Trees are to be noted as to whether they are proposed to be saved or removed. City tree preservation specifications are to be included on all plans where existing trees are to be saved during construction. A copy of these specifications can be obtained from the City Arborist at 408-615-3080.
- ST2. Prepare a tree protection plan for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site, including adjacent property if impacted.
- ST3. No cutting of any part of City trees, including roots, shall be done without following City Tree Preservation Specifications and securing approval and direct supervision from the City Arborist at 408-615-3080.

- ST4. No cutting of any part of private trees, including roots, shall be done without direct supervision of a certified arborist (Certification of International Society of Arboriculture).
- ST5. Applicant is advised to contact Street Department to obtain required tree removal permits in the event trees are removed at 408-615-3080 to facilitate plan review.
- ST6. All landscaping and irrigation systems shall meet City standard specifications.
- ST7. Incorporate Best Management Practices (BMPs) into construction plans and incorporate post construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of permits. Proposed BMPs shall be submitted to and thereafter reviewed and approved by the Planning Division and the Building Inspection Division for incorporation into construction drawings and specifications.
- ST8. All post construction structural controls shall require property owner to execute with City a Stormwater Treatment Measures Inspection and Maintenance Agreement for each parcel.
- ST9. Provide the Street Department with information to evaluate proposed stormwater pollution prevention improvements, if applicable. Applicant to coordinate with Dave Staub of the Street Department at 408-615-3080 prior to re-submittal.
- ST10. Applicant to comply with City Development Guidelines for Solid Waste Services as specified by development type. Set up meeting with Dave Staub of the Street Department at 408-615-3080 to discuss the requirements.
- ST11. Applicant to comply with City Code Section 8.25.285 and recycle or divert at least fifty percent (50%) of materials generated for discards by the project during demolition and construction activities. No building, demolition or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. After completion of project, applicant shall submit a construction and demolition debris recycling report as stipulated by ordinance, or be subject to monetary, civil, and/or criminal penalties.

8.B. File No.(s): **PLN2014-10615**
Location: 820 Civic Center Drive, a 0.36-acre parcel located at the southwest corner of Civic Center Drive and Alviso Street, APN: 224-29-022; project site is zoned ML (Light Industrial)
Applicant/Owner: Michael Fisher
Request: **Rezone** from Light Industrial (ML) to Planned Development (PD) to allow a four-unit Planned Development inclusive of preserving the existing house on site
CEQA Determination: Categorically Exempt per CEQA Section 15332 – In-Fill Development projects
Project Planner: Jeff Schwilk, AICP, Associate Planner
Staff Recommendation: **Recommend approval, subject to conditions**

Notice: Notice for Item 8.B. was posted and mailed to residents within 300 feet of the project site.

Discussion: Jeff Schwilk gave a brief presentation on the project.

Jeff Schwilk gave a brief presentation on the project.

The Commission studied the site plan and reviewed the Historical and Landmarks Commission's (HLC) recommendation to forgo the 10-foot dedication requirement for street widening to preserve the historic value of the property.

Michael Fisher, applicant, stated that he reduced the original plan of six units down to four units and highlighted the proposal, focusing on the site plan.

The Public Hearing was opened.

Sheryl Fisher stated that she would like to have the corridor preserved as recommended by the HLC.

Kevin Garby, local realtor, stated that the area is underutilized as it is today and the proposal addresses that issue.

Melissa Fisher stated that the applicant has done good work in the past that increases the value of the neighborhood.

The Public Hearing was closed.

The Commission inquired if the applicant had considered relocating the historic home. The applicant stated that a house move had been considered, but the idea was not favorable.

The Commission confirmed with Staff that typically accessory units are limited to 640 square feet. Staff noted that the Planned Development allows a unique proposal for a separate unit on a shared parcel.

Motion/Action: The Commission motioned to adopt a resolution to recommend that the City Council approve a rezone of the property located at 820 Civic Center Drive from Light Industrial (ML) to Planned Development (PD) to allow a four-unit Planned Development inclusive of preserving the existing house on site unanimously (7-0-0-0).

Planning Commission
STAFF REPORT

Meeting Date: 05/20/15

Agenda Item # 8.B.



Planning and Inspection Department
 City of Santa Clara, California



Files: PLN2014-10615
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CEQA Determination: Categorically Exempt per CEQA Section 15332 – **In-Fill Development** Projects
Project Planner: Jeff Schwilk, AICP, Associate Planner

EXECUTIVE SUMMARY:

The applicant requests rezoning from ML to PD, and Tentative Parcel Map approval for the subdivision of the existing property to create a four-unit development. The project includes preservation of an existing house and the construction of a detached two-car garage and two-bedroom apartment on one parcel, and the construction of two new single family homes on two new parcels. The City Council will consider the proposed Tentative Parcel Map at the time the application for the proposed PD rezone of the project site is considered.

Project Data

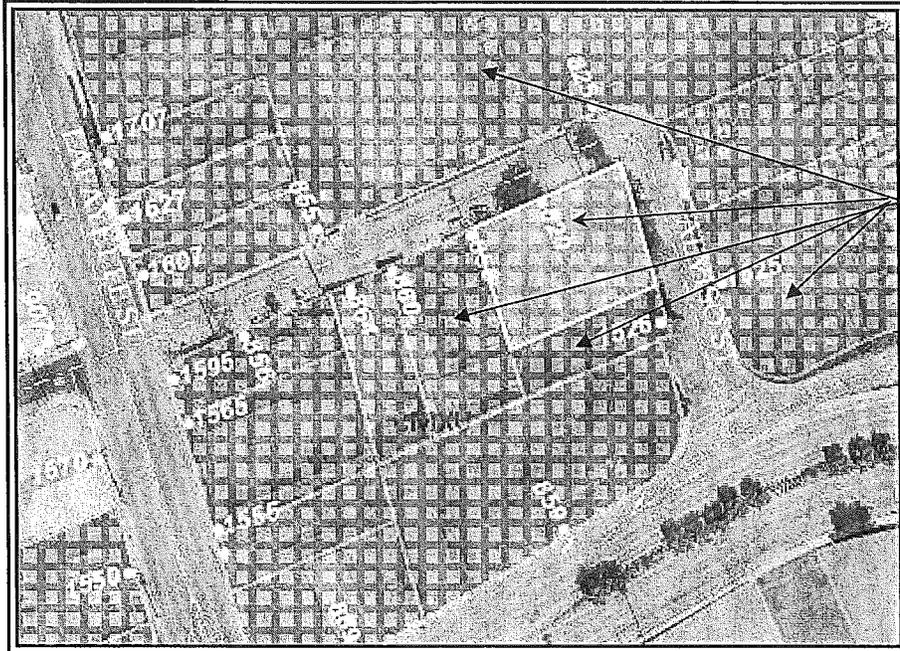
	Existing	Proposed
General Plan Designation	Community Mixed Use	Same
Zoning District	ML – Light Industrial	PD – Planned Development
Land Use	Single Family Residence	Four-unit Planned Development
Lot Size	0.36 acres	Same
Density	3 dwelling units per acre	11 dwelling units per acre
Floor Area (FAR%)	0.19	0.51
Building Square Footage (sf.)	2,991	7,975
Parking	2 covered carport spaces	6 garage spaces + 2 surface spaces

Site Location and Context

Surrounding Land Uses:

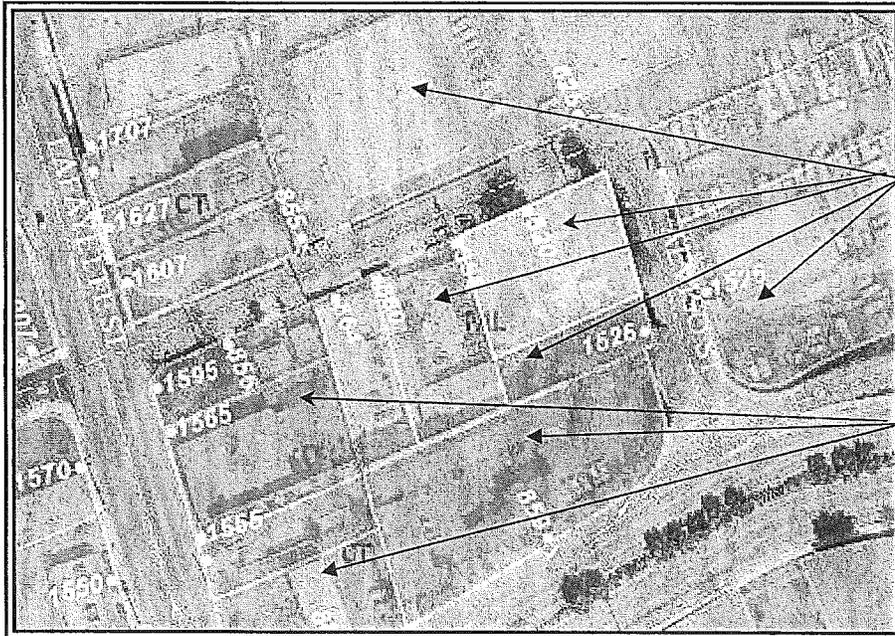
The project site is bounded by Civic Center Drive and industrial buildings to the North, Alviso Street and an industrial building to the east, a vacant parcel and motel beyond to the south, and industrial buildings to the west. The General Plan land use designation for all surrounding properties is Community Mixed Use. The project site and all surrounding properties are also located within the El Camino Real Focus Area of the General Plan, though the proposed project site does not have frontage on the El Camino Real right-of-way. The properties surrounding the site are all zoned ML.

General Plan Map



Community Mixed Use

Zoning Map



ML - Light Industrial

CT - Thoroughfare Commercial

Background

Previous Permits: The property has been used as a single family residential property for more than 50 years. The single family residential use is currently legal non-conforming, as it pre-dates the site's Light Industrial zoning designation.

Project Analysis

Project Description: The existing two-story house proposed to remain and be preserved is a four-bedroom, one-and-a-half bathroom house of approximately 2,400 square feet in area, and has been determined to be historically significant in an evaluation commissioned by the applicant. To the south behind the existing house is proposed a detached two-car garage and second rental dwelling unit on the same parcel. This proposed unit is approximately 1,000 square feet in living area, with two-proposed bedrooms on the second floor, and the kitchen, dining and living room areas provided on the ground floor. The proposed overall building height for this structure is approximately 22-feet, 3-inches. The project also includes a new 6-foot wall on the east side of the existing house to create private yard space within the Alviso Street side yard.

Two additional two-story single family residences are proposed to the west of the existing house, in a flag-lot configuration. A new house on the proposed 3,382 square foot flag-lot at the southwest corner of the property would be served by a driveway from Civic Center Drive. This house is designed as a four-bedroom, three-and-a-half bath home of approximately 1,878 square feet of living area with an attached two-car garage. A proposed uncovered guest parking stall is proposed in front of this unit to satisfy the off-street parking requirement for one guest space. The plans indicate this two-story house would be 23-feet, 6-inches in height. The other proposed house on the lot fronting on Civic Center Drive is a four-bedroom, three-and-a-half bath home of approximately 1,676 square feet of living area with an attached two-car garage. This lot would provide an 18-foot deep driveway on-site, and would take advantage of right-of-way behind the sidewalk along Civic Center Drive to provide a two-car driveway depth of 22 feet. This two-story house would be 25-feet in overall height.

Environmental Determination: The proposed rezone is categorically exempt from the California Environmental Quality Act (CEQA) per section 15332 - In-Fill Development projects, in that the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with the requested PD zoning designation and regulations.

Neighborhood Compatibility: The project site is unique in that the current single family residential parcel is surrounded by an auto-body repair business to the west, one-story industrial buildings and outdoor vehicle storage uses to the north and east, and by a vacant 6,800 square foot lot to the south between the project site and the existing motel at the northwest corner of El Camino Real and Alviso Street.

General Plan and Zoning Conformance: The existing General Plan designation for the site is Community Mixed Use, and the site is located in the El Camino Real Focus Area though the property is physically separated from the El Camino Real by two properties to the south. The Community Mixed Use designation is intended to allow Community Commercial development or Medium Density Residential development at a density range of 20 to 36 dwelling units per gross acre, or a combination of both.

This project makes use of Discretionary Use Policy 5.5.1-P1, where for residentially designated properties under one-half acre in size, an alternate density of up to one range lower than the current General Plan designation may be allowed. In applying the next lower Low Density Residential range of 8 to 18 units per gross acres, the proposed density of 11 units per gross acre is therefore consistent with the existing General Plan designation.

The existing zoning designation for the property is ML-Light Industrial, which does not allow all residential uses. The PD designation allows for flexibility in development standards in building height, setbacks, lot coverage, parking, and landscaping requirements, and is necessary for this site in order to implement the development policies of the Community Mixed Use General Plan designation. The proposed PD-Planned Development zoning would facilitate preservation of the existing two-story single family house on site, which is eligible for historic listing on the City's Architecturally or Historically Significant Properties List, and would further allow the development of the site at an increased residential density consistent with the General Plan.

Circulation and Parking: The project proposes two-car garages for each of the three main houses on site. One uncovered parking space on the driveway in front of the new garage fronting Alviso Street is designated for use by residents of the two bedroom dwelling on this parcel, in a manner similar to the additional off-street parking typically required for one-bedroom accessory units in the City. A second uncovered space on this driveway is designated for use as off-street guest parking for this property to satisfy the off-street parking requirement for one guest space. An additional uncovered parking stall is proposed in front of house Unit 3 – the proposed house at the rear southwest corner of the property.

Architecture: All three of the proposed new two-story residential structures would be clad in Spanish S-Tile roofing, with stucco siding and vinyl double-hung style windows designed to be compatible with the architectural features and scale of the existing house.

Landscaping: The project proposes to retain the existing cedar, yucca, redwood and palm trees in the front and street side yard of the existing house, and proposes to remove two redwood trees and one pine tree in the rear yard south of the existing house for the proposed buildings and driveways. The project also proposes to remove a brick wall and gate in the east yard along Alviso street, and to replace it with a masonry wall along the east side of the existing house to provide some private yard space for this dwelling.

Public Contact

Public Notices and Comments: The notice of public meeting for this item was posted at three locations within 300 feet of the project site and was mailed to property owners within 300 feet of the project site. No public comments have been received at the time of preparation of this report.

Airport Land Use Commission: The project site is located within a Traffic Pattern Zone of the Norman Y. Mineta San Jose International Airport and was referred to the County Airport Land Use Commission (ALUC) for review at a public meeting on January 28, 2015 consistent with ALUC policies. At the meeting, the ALUC reviewed the project and found it consistent with the Airport Land Use Commission (ALUC) safety, height and noise policies for San Jose International Airport (SJC), as defined in the 2010 San Jose International Airport Comprehensive Land Use Plan.

Historical and Landmarks Commission Meeting: On March 5, 2015, the project was presented at a Historical and Landmarks Commission meeting, and the Commission recommended approval subject to recommending the City Council forgo the 10-foot property dedication requirement so the spaciousness of the property's Alviso Street side yard and an existing mature redwood tree in this side yard can be maintained.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this project would provide an opportunity to locate high quality residential units in proximity to transit facilities along a transit corridor. The proposal will help transform a property in a manner that is consistent with the 2010-2035 General Plan. The proposal includes different sized units increasing the City's housing stock, while providing adequate choices of housing tenure, type and location, and affordability. The project would not impact the integrity of the existing house on site, which appears eligible for listing on the City's List of Historically or Architecturally Significant Properties, and provides sufficient on-site vehicular parking.

RECOMMENDATION:

That the Planning Commission adopt a Resolution recommending City Council:
Approve a Rezone from Light Industrial (ML) to Planned Development (PD) to allow preservation of an existing home and construction of a detached garage and apartment unit on one parcel, and subdivision of the site for the development of two new single family homes on separate parcels, subject to conditions.

Documents Related to this Report:

- 1) *Resolution Recommending City Council Approval of the Rezoning from ML to PD*
- 2) *Conditions of Approval*
- 3) *Excerpt of Historical and Landmarks Commission Minutes from the meeting of March 5, 2015*
- 4) *Historical and Architectural Evaluation and completed State Department of Parks and Recreation Form (DPR)*
- 5) *Correspondence*
- 6) *Development Plans*

Excerpt of Historical and Landmarks Commission Minutes of March 5, 2015:

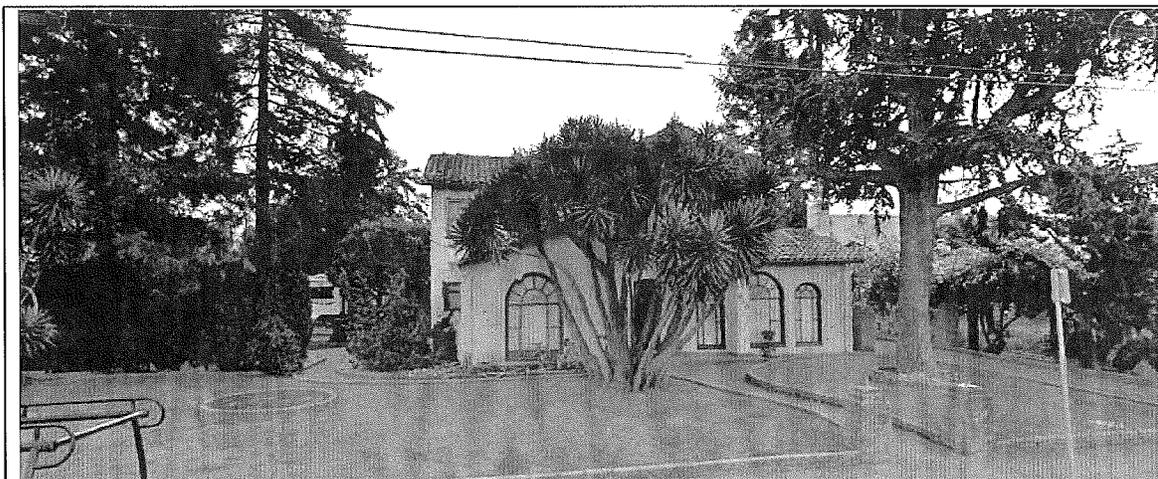
8.A. File No.(s): **PLN2014-10615**
 Location: 820 Civic Center Drive, a 0.36-acre parcel located at the southwest corner of Civic Center Drive and Alviso Street (APN: 224-29-022); Project site is zoned ML (Light Industrial)
 Applicant/Owner: Michael Fisher
 Request: **Design Review** of a four-unit Planned Development proposal inclusive of preserving the existing house on site
 CEQA Determination: Categorically Exempt per CEQA Section 15332 – In-Fill Development projects
 Project Planner: Jeff Schwilk, AICP, Associate Planner
 Staff Recommendation: Recommend approve, 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. Schwilk introduced the project to the Commission and answered questions. The applicant was present for the discussion. No comments were received from the public during public comment period.

Motion/Action: Motion was made by Luckinbill, seconded by Estes to recommend that the project be approved. (6-0-0-1, McKee Absent)

HISTORICAL AND ARCHITECTURAL EVALUATION
A REPORT PREPARED FOR THE PROPERTY
LOCATED AT
820 CIVIC CENTER DRIVE, SANTA CLARA, SANTA CLARA COUNTY,
CALIFORNIA



Prepared at the request of: Michael Fisher
820 Civic Center Drive
Santa Clara CA 95050

Prepared by: Bonnie Bamberg
Urban Programmers
10710 Ridgeview Ave.
San Jose CA 95127
408-254-7171

Date: June 15, 2014

Revised October 21, 2014

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FIGURES, MAPS, AND PHOTOGRAPHS (inserted within the report)

Figure 1 – Assessor’s Parcel Map

Figure 2 - Sanborn Publishing Company Map 1915 page 209

Figure 3 – Sanborn Publishing Company Map 1915-1951 page 209

Photographs - Existing Buildings

DPR 523 Forms Primary and BSO

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EXECUTIVE SUMMARY

The property known as 820 Civic Center Drive, in the City of Santa Clara, is a single family detached house in the Spanish Colonial Revival style. The owners of the property have commissioned this study to understand the historical significance of the property.

The following report describes the findings of the research into the historic associations, the architecture, construction methods and materials, which were considered as part of the evaluation process required by the City of Santa Clara when buildings over 50 years old or those with observable architectural qualities are proposed for remodeling.

It is concluded that the building on the property is a very good example of the Spanish Colonial Revival , a style that is not found in high numbers in Santa Clara. The style was found throughout the nation, but was particularly popular in California between 1920 and 1935. The house represents a home constructed for a financially successful family. The city as a whole had a large influx of new immigrants in the 1880s, many worked in the new industries, Pacific Mill and seed farms. It appears that the Ivancovich family arrived in California during the Gold Rush and finding the area well suited for orchards and farming encouraged Luke Ivancovich to come to Santa Clara to farm and then to own orchards, a dryer and packing barn. With the success of his 40 years of work, the house was constructed in the then high style promoted as the best for California by Sunset Magazine. Within a few short years much of the European market was closed to products from America and the California fruit industry suffered financially. The house was constructed at the beginning of WWI, and just before the construction of fine houses in Santa Clara ceased and did not restart until well after 1946. By that time the revival styles were no longer popular.

When compared to the criteria of the National Register of Historic Places and the California Register of Historic Resources, it is determined that the property appears individually eligible for listing in the California Register of Historic Resources, due to the fine example of Spanish Colonial Revival architecture. The City of Santa Clara maintains an inventory of historically important buildings that warrant consideration for preservation or compatible adaptive reuse. The subject building appears to meet these criteria at a high level under the category of architectural significance as a representative of the style, and should be considered for City Landmark designation. This recommendation is due to the integrity of the building and quality of original construction that with repair and maintenance ensures the building will continue to communicate its architectural design for future generations. However, the house must be considered as isolated with a greatly diminished setting. The relationship to the orchards, packing house and drying yard is gone. The current setting and feeling is diminished by the lack of these related facilities.

REPORT PREPARATION

The report was prepared by Urban Programmers and compiled by Bonnie Bamburg. Ms Bamburg has over 35 years' experience in preparing historic surveys and evaluation reports for cities, counties and the federal government. She has prepared numerous National Register Nominations for individual sites and historic districts. In addition, she has advised owners and architects on compliance with the Secretary of the Interior's Standards for Rehabilitating Historic Buildings and has prepared Certifications for historic properties in several states. She is a former instructor in Historic Preservation at SJSU, a lecturer in historic preservation and former San Jose Historical Landmark Commissioner (1974-1980). Ms. Bamburg is an advisor to Preservation Action Council San Jose, and is a board member of the Western Region of Preservation Technology. Linda Larson-Boston, B.A., has 22 years' experience as a researcher and is a published author of local history. Her clients include architects, attorneys and land owners. She is a former San Jose Historical Landmarks Commissioner, a member of the Institute for Historical Study, and she serves on the Board of Directors for Preservation Action Council of San Jose. William Zavlaris, B.A, MUP, received his education in art and architectural history at UCB and received his Masters Degree in Urban Planning, City Design, from San Jose State University. Mr. Zavlaris has 30 years' experience in evaluating architecture for local historical surveys and National Register Nominations for private clients and government agencies. MBA Architects, reviews existing conditions. Marvin Bamburg, AIA has over 35 years of experience in historic preservation architecture for residential and commercial properties.

The preparation of the report followed standard methodology for research and site investigation. The information contained in the report was derived from a combination of interviews with people knowledgeable about certain aspects of the property or associations in history, city directories, historic maps, public records, and special collection materials at local repositories. When applicable the internet was used as a repository for research.

1. INTRODUCTION

The following report provides a brief historical background of the City of Santa Clara to set the context for the brief history of the property at 820 Civic Center Drive. The methodology for collecting the information followed standard procedures, including research using historical maps, city directories, published and unpublished materials, Official Records of the County of Santa Clara and interviews.

2.0 HISTORICAL CONTEXT- City of Santa Clara

Exploration and Settlement Period 1777-1848

The first recorded inhabitants of the area now known as Santa Clara were the Ohlone people. The first European settlement was by the Franciscan Missionaries of the Roman Catholic Church who established Mission Santa Clara de Asis on January 12, 1777. This became the 8th of the eventual 21 California missions. Located along the Guadalupe River the first mission buildings were regularly flooded. The present site of Mission Santa Clara is the fourth and was dedicated August 11, 1825 in an area that was less likely to flood and would provide the center of the development of a city. Divisions of land began in the Spanish period, however those granted to individuals were more common during the Mexican Period that began when Mexico seceded from Spain in 1822. By the 1830's, English speaking settlers were attracted to the area for economic reasons, primarily by the abundance of timber, furs and hides. This period of Mexican rule and the division of land into Ranchos or other individual ownership ended when California became a territory of the United States in 1848, following the Treaty of Guadalupe Hidalgo. When admitted as a state in 1850, Santa Clara had already experienced a population growth in large measure by eastern gold seekers who were to find riches in the forests on the hills and the soil of the Santa Clara Valley.

American Period 1848-1900

This period is known for its predominance of lumbering, cattle (hides), trading and agriculture. It also marks the start of the Valley's heritage of higher education when the Santa Clara College was founded in 1851. By 1852, stage coach and steamer service to San Francisco was very regular. The verdant hills provided the natural resources for the lumber industry to develop and to engage in trade which contributed to residential and local economic growth. By 1870 businesses lined the surveyed streets; saddle and harness maker, doctor, banks, dry goods emporiums and markets. On the edges of town were flour mills, paper mills, tanneries and in the 1870's Pacific Manufacturing Mill opened to produce window frames and sash. This company would grow to the largest such mill in California. In 1878 C.C. Morse opened the seed company that would become an industry leader. Protestant Churches and social organizations are formed during this period. The 1887 Sanborn Map Publishing Company listed five churches, two breweries, three tanneries and businesses grouped around a central plaza between Jackson, Washington, Santa Clara and Franklin streets.

During the first fifty years of California's statehood, the coming of the continental railroad in 1869, is regarded as one of the most far-reaching changes to the San Francisco Bay Area. Rail service connected California and the opportunity for passenger and freight service to the rest of the nation opened markets that would allow agriculture, wine and the food processing industry to lead the 1900's to a time of significant growth and development.

The climate and rich soil brought many new residents. The period 1880 through 1900 was one of growth for Santa Clara. Residential neighborhood expanded beyond the central quad area along surveyed streets. Many of these streets in the city grid were named for presidents and divided with large lots, often a quarter of a block, that would be subdivided and fill in over the next 30 years.

Suburbanization and Industrial Expansion 1900-1950

Into the Twentieth Century the City expanded with new groups of immigrants, Portuguese families who left the Hawaii Islands found jobs for themselves and relatives in agriculture – fruit harvesting and packing. They brought their traditions from Portugal and soon established social clubs and fraternal/religious societies. Italian immigrants joined the Portuguese workers in the orchards, as did the Japanese. The explosion of fruit orchards and processing plants meant jobs and in-turn required housing which developed in subdivisions within and adjacent to the “Map of the Town and Sub-Lots of Santa Clara County, Surveyed by J.J. Bowen, County Surveyor, July 1866”. Established entities such as; Pacific Manufacturing Company, Morris Seed Company, and The University of Santa Clara continued to grow with economic opportunities for new residents. And the City continued with an agricultural base in the smaller farms and dairies which provided jobs and products to the growing city. The second generations started to open new family businesses, expand markets and provide an expansion of jobs, services and products. The World Wars, One and Two brought additional growth to the region, including Santa Clara with the development of Moffett Field, San Jose Municipal Airport, greater use of automobiles, and new technologies that started to fill agricultural land in the late 1940’s. As the agricultural industry faced declining prices after 1945, the land once filled with orchards and farms started to be redeveloped with residential subdivisions, commercial and industrial uses. By the end of the 1950s Valley Fair- a regional shopping mall- was constructed replacing an orchard on Stevens Creek Blvd., El Camino Real was filled with new commercial buildings and industrial development with Hewlett Packard leading the high tech sector was expanding and attracting new employees who became residents adding to the growth cycle of religious, social and civic organizations.

Background relating to the subject property:

The subject property is within the Garrigus Addition, at the northwest corner of Alviso St and Civic Center Drive- formerly Scott St. When the 1915 Sanborn Map was drawn it showed a single-story wood frame house in the center of the parcel.¹ This house is not the one currently on the property.

The property is shown in the late 1890s belonging to Luke Ivancovich and his wife Jennie (Genevive). The couple and brother John Ivancovich emigrated from Austria (Dalmatia) in 1880 arriving in Santa Clara the same year. In fact there were many of the extended Ivancovich family who immigrated to northern California beginning at the time of the Gold Rush and spreading out from San Francisco to Monterey with many families in the Santa Clara Valley. The Ivancovich family was well established in San Francisco in the import export business (fruit) when Luke and his brother John arrived in Santa Clara. Luke’s brother John initially lived with the couple until 1890, when he constructed a house next door at 852 Scott Street in anticipation of his marriage to Katie Gordon from San Francisco.² Luke Ivancovich is listed in the 1900 U.S. census and the 1905 City Directory as a fruit grower, the owner of orchard land. However by 1913, the City Directory lists Luke as owning J & L Ivancovich, Fruit Packers, and subsequently they are listed in 1915 as fruit dryers and packers

¹ Sanborn Publishing Company San Jose and Santa Clara, 1915 page 210

² San Francisco Morning Call, July 31, 1890 Wedding announcement

³ Evening News, San Jose CA, March 6, 1908 pa

John Ivancovich was killed by Frank Schaffer in 1908 during an altercation regarding truancy and schooling of John's son, leaving Katie a widow.³

The 1915 Sanborn Map shows the packing shed and dryer across Scott Street and orchards across Scott and Alviso Streets.

In 1935 the existing house on the property was replaced with two-story wood frame and stucco covered house designed in the Spanish Colonial Revival style that was very popular. This house remains on the property with little change from when it was constructed.

It appears that by 1939 the family was effected by the beginnings of WWII and the ban by Hitler on shipping dried fruit to the Axis countries. These European countries had been a very large market for California prunes and other dried fruit. The fruit industry suffered a glut of fresh and dried fruit that sent the prices plummeting down. Many ranchers tried to grow different varieties that would sell in the US and local markets but this was on the whole unsuccessful. As the United States entered the war, the US War Department set contracts to purchase fruit and other foods for the military. These contracts included labor to care of the orchards and for packaging the produce for the troops. With the military taking many of the male agricultural workers, women stepped in to fill the labor needs. This bolstered the prices for a few years. At the end of the war, as land was needed for new homes, commercial and industrial uses many orchards were sold for development. The Ivancovich family followed this pattern selling some of its land for light industrial use, but retaining the land immediately around their home on Scott Street (Civic Center Drive).

Through the late 1930s and into the 1940s the Ivancovich family argued with the City of Santa Clara extending Alviso Street across their property (south of Civic Center Drive). The family won in court and although the City continued to argue, the road was not extended. In 1945 the property transferred to daughter Angeline Ivancovich and has remained in the family until it was recently sold to Michael and Cheryl Fisher in December 2013.

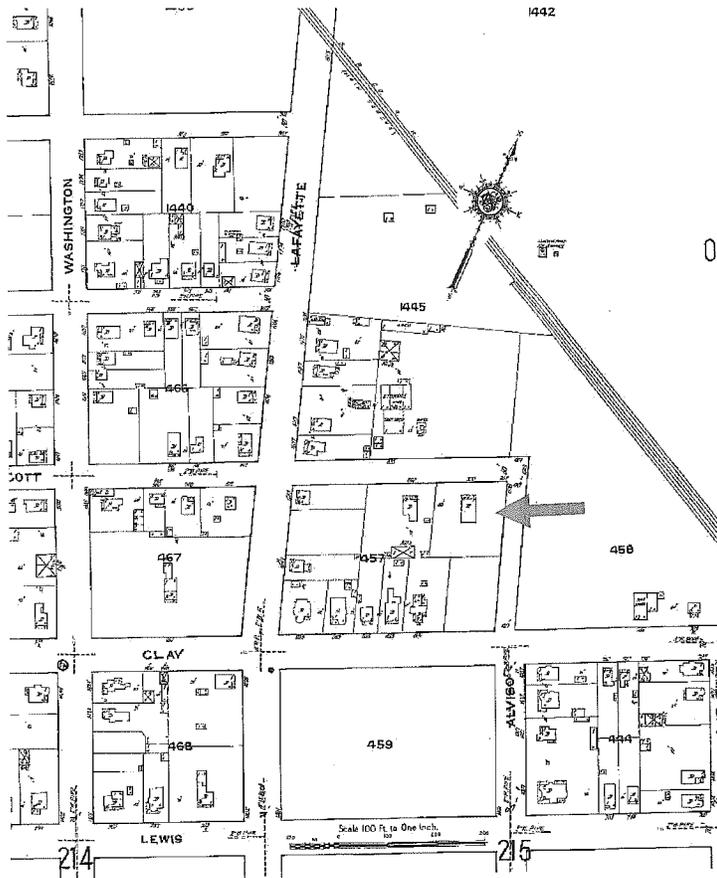


Figure 2 Sanborn Insurance Publishing Company Map 1915 page 210 (a single-story wood house is on the subject site)

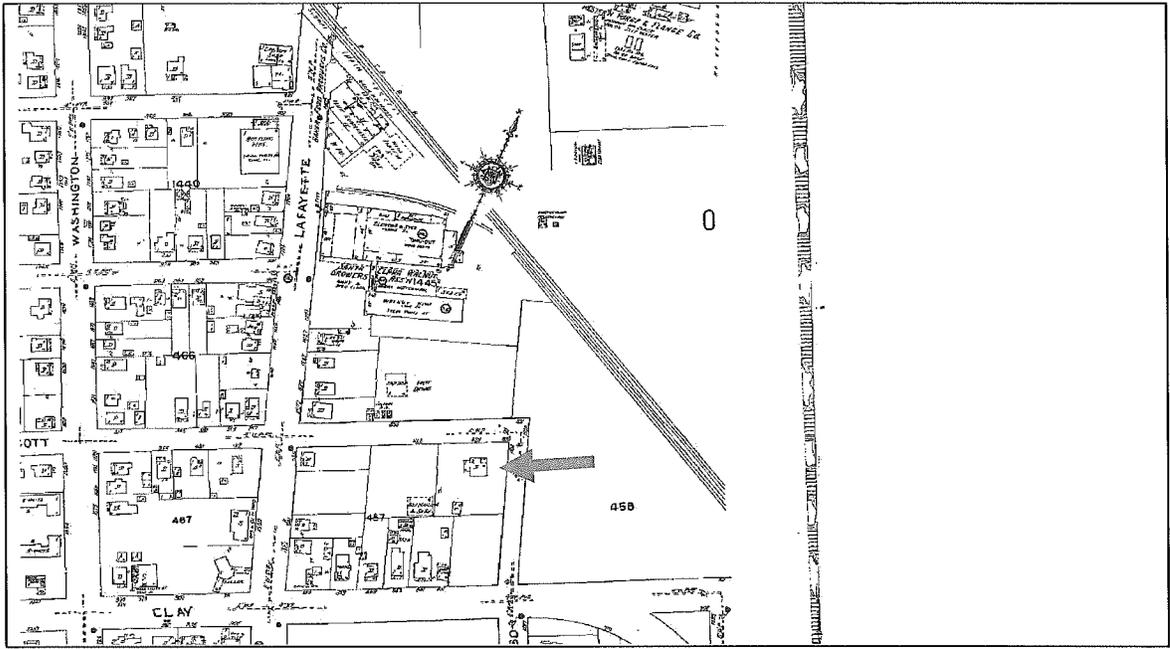


Figure 3 Sanborn Insurance Publishing Company Map 1915 updated to 1950, Page 210 (shows the current two story house, and the J & L Fruit Dryer across Scott Street. The parcel to the right is vacant and likely was orchards)

The history of occupants tells the story of people who worked in the industries of Santa Clara, but were not individually significant to the historical development of the City.

3.0 DESCRIPTION OF THE IMPROVEMENTS AT 820 CIVIC CENTER DRIVE, SANTA CLARA

3.1 GENERAL SETTING

The property is located east of El Camino in the northern area of the Old Quad, an area of very mixed uses, in the immediate area light industrial is predominate with a few houses. The setting isolated the subject property and the historic house.

3.2 BUILDINGS AND LANDSCAPING

The two-story house is designed in Spanish Colonial Revival style executed in a grand plan that is out of context with the surrounding light industrial setting. Set in the center of the parcel, the front façade is articulated with a front facing gable on one side and a sloped roof (side facing gable) on the other with the main entry is recessed behind sculpted walls and is slightly off-set to the center. Fenestration is particularly elegant with tall arched windows that have small pain surrounding the lower portion and a “fan” of pains in the top. A large version is on each and on the north two narrow versions flank the center large window. Raising above the single-story front section is the two-story block with a reversal of the front-facing gable on the north and a side gable (pitched roof) on the south. The windows on the second floor are square with accent wood frames. All are sent in a textured stucco walls under a well-designed red Spanish tile roof. The side facades exhibit the articulation of the sections and blocks with windows in random patterns that provide a decorative element to the plain stucco facades. Unique to each façade is a tile chrysanthemum open tile medallion inserted in the upper peak of the highest gable. The rear of the building follows the theme of the other facades with wood frame windows and a rear door set in a simple wood frame. There is also a double shed door covering the stairs to the basement. The house has a concrete foundation and basement. Adjacent to the foundation is a band of sandstone blocks, the same that line the walkways.

The setting is an oversized lot that has mature, redwood, cedar, and palm trees. The site plan and landscaping have screened this very handsome house on the sides and rear. Set back from the street, the house presents a grand view with a center walk paved with a herringbone brick pattern and outlined in sandstone bricks. Low sandstone walls outlining the driveway and across the front and side property lines. The same type of sandstone blocks outlines the walkways on the east side of the building leading to a terrace and a pillar style gate of the same material. The gate has an incised diamond pattern on logs that form the top of the gate. Pillars mark the openings to the driveway and walkway on the west side. The primary landscaping is that in the front of the house where a deep lawn area and mature trees frame the front façade. This is the only part of the landscape that supports the artistic presentation of the house. The gate on the side with the log lentel is interesting but does not add to the architectural importance of the house. The, house, an artistic version of Spanish Colonial Revival architecture, with the expanse of lawn in front is one of the nicest in Santa Clara.

Photographs: Photographs were taken May 30, 2014 between 2:15 and 2:45 PM, using digital format



Photograph 1 820 Civic Center Drive.

View: Front façade (north façade) note the set of three arched top windows on the right and the one on the left of the recessed entry

Camera facing: south



Photograph 2 820 Civic Center Drive

View: Front façade (north), showing the recessed porch with rounded top door and low pitched front.

Camera Facing: south

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Photograph 3 820 Civic Center Drive

View: East side façade, note articulation of the front sections with the multi-planes of the roof. Rock adjacent to the house and sandstone blocks along the perimeter of this side of the house.

Camera Facing: west



Photograph 4 820 Civic Center Drive

View: Rear façade (south), note original pattern of windows and tile roof over the rear door.

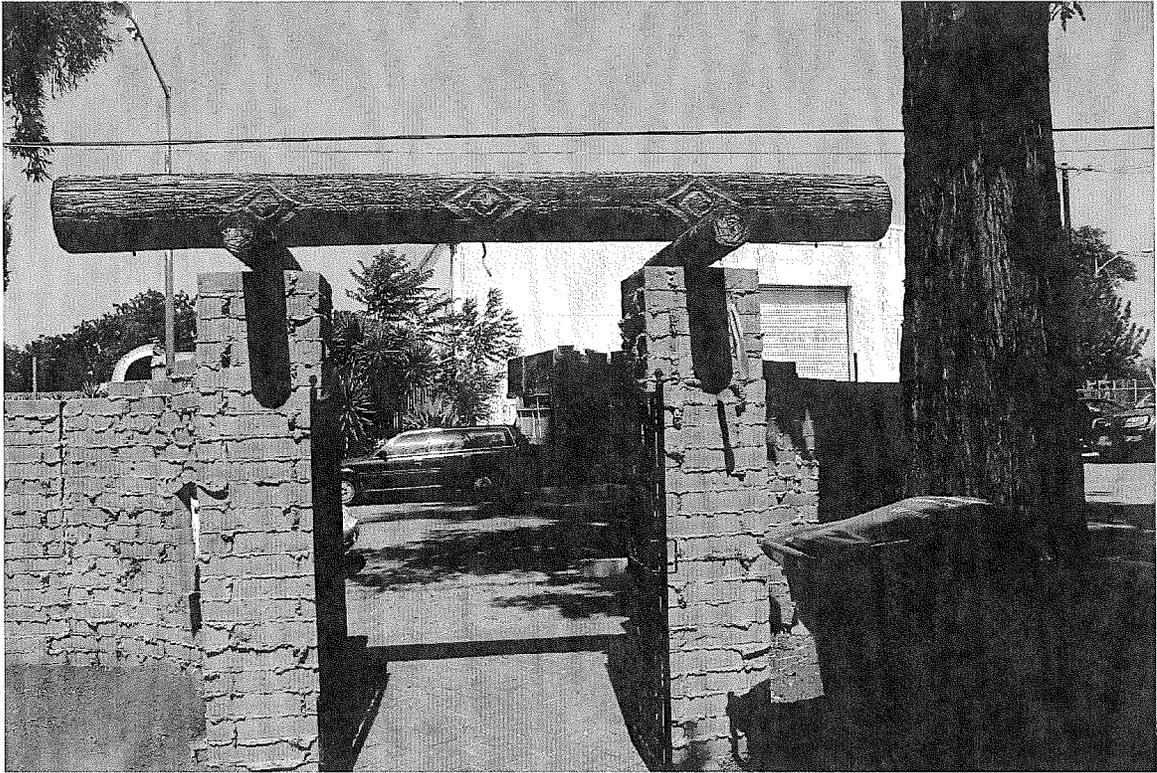
Camera Facing: west



Photograph 5 820 Civic Center Drive
View: West side façade,
Camera Facing: NE



Photograph 6 820 Civic Center Drive
View: West side façade, note articulation of the front sections, Chimney with brick inset at the base.
Camera Facing: NE



Photograph 7 820 Civic Center Drive
View: East side of the property showing gate with incised logs on the top.
Camera Facing: west

4.0 EVALUATION OF HISTORICAL AND ARCHITECTURAL SIGNIFICANCE

For purposes of this report the criteria used to evaluate the property is that of the National Register of Historic Places and the California Register of Cultural Resources and the criteria contained in the City of Santa Clara's Historic Preservation Element in the General Plan and the Zoning Ordinance.

Spanish Colonial Revival Architecture: By the early twentieth century, in California, there was a return to the architectural vocabulary of the Spanish Colonial period as architects attempted to create an indigenous California architecture. From 1890 through the 1920s, it was called the California style or Mission Revival style. Influenced by the 1915 Panama-California Exhibition in San Diego and the designs of Bertram Goodhue, the style received notoriety. In the twenties, it was renamed the Spanish Colonial Revival style. Primary elements of the style are the low pitched roof covered in red tile with little or no overhanging eaves, cross gable or low pitched roofs. Also elements of the style are rounded arches in doorways and windows and arcades, textured stucco surfaces and asymmetrical facades.

The Spanish Colonial Revival house at 820 Civic Center Drive is isolated in the immediate area, and one of only a few that survive in Santa Clara.. The house was developed in an area of light industrial uses and stands alone on the block representing the mid-thirties development. The front façade with a front facing gable and round top windows are typical of the style that was promoted by the Southern

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Pacific Railroad and their Sunset Magazine as the typical California style. However due to national and international events, as well as development patterns in Santa Clara not many large homes were constructed in this artistic style. In fact those constructed are not of the high stylistic version but a moderate design incorporating the basic characteristics but in a restrained design. Of the setting, only the front lawn and setback contribute to the artistic value of the house.

4.1 HISTORICAL CONTEXT

The historical context, elements of the City's history and heritage is what is used to evaluate proposed resources. The context contains a time 1930-1950, theme architecture, and the category of residential architecture by which to consider potential historic resources.

Santa Clara experienced a significant growth in population 1880s as the industries in the window sash business as well as other milled pieces were in high demand and the fruit and vegetable processing era was just beginning. The edge of the City adjoining agricultural lands was surveyed for full block, half block and quarter block land divisions, and where the blocks remained in agricultural use the farm or orchard houses were constructed as part of the orchard. Where the Ivancovich brothers constructed their first houses was on the southern half of the block (between Alviso and Lafayette, Clay –El Camino Real- and Scott Street), their homes were constructed on parcels facing Scott Street, across from their orchards. In 1935 when Luke Ivancovich replaced the single-story wood house with a new house it was at a time when he had gained success in his fruit business and the house was designed and constructed to show his success and appreciation for the popular and artistic Spanish Colonial Revival style. With the onset of WWI, the construction of large family homes ceased and was not resumed until after 1945 when the Spanish Colonial Revival style was no longer popular. The City of Santa Clara has few artistic Spanish Colonia Revival homes, and the Ivancovich house is one of the best examples of the style along with the Wilson House 610 Jackson Street. Far more numerous are the small vernacular versions that were popular in subdivisions of the 1930s, often mixed with small bungalows. In recent years many of these have been removed or severely altered and enlarged.

4.2 EVALUATION USING THE NATIONAL REGISTER CRITERIA

National Register of Historic Places – Standards (Criteria)

The National Register of Historic Places has established standards for evaluating the significance of resources that are important in the heritage of the Nation. Historic resources may be considered important at the local level, state level or national level. To apply the standards the resource must be considered within significant historical contexts. The standards, age and integrity statements follow;

1. A property must be fifty years old or meet additional criteria
2. The resource must retain architectural and historical integrity from the period of significance.
3. The resources must meet at least one of the following four criteria
 - a. are associated with events that have made a significant contribution to the broad patterns of our history; or
 - b. are associated with the lives of persons significant in our past; or
 - c. embody the distinctive characteristics of a type, period, or method that possess high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or
 - d. have yielded, or may be likely to yield, information important in prehistory or history

Criteria of age: The building was constructed c. 1935 and is over fifty years old.

Evaluation of Integrity. The building retains the original design elements, materials, workmanship, setting, feeling, and association that are necessary for it to demonstrate integrity.

Criteria “a” – The building is not associated with a significant event or broad in the history of Santa Clara. The property is not considered individually significant at the level required by the National Register of Historic Places criterion a.

Criteria “b” Research into the past owners and residents concluded that the owners were immigrants who became successful fruit ranchers and owned a drying lot and dryer. They appear to be more involved with social and civic organizations in San Francisco. This does not represent the level of significant influence that is required under Criteria B. To be considered significant under criteria “B”, the National Register requires property to be “...associated with the lives of persons individually significant in our past.

Criteria “c” The building exhibits the original architectural style or materials. However, again the National Register requires the building to exhibit significant and distinctive architecture or be part of a group of buildings that collectively represent significance. The Register requires “buildings *embody the distinctive characteristics of a type, period, or method that possess high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction.* Although the building is distinctive in Santa Clara it does not reach the level of artistic architecture required for the National Register.

Criteria “d” The property has been extensively redeveloped disturbing the shallow soil cover. Therefore it is unlikely that the property will yield additional information about history or prehistory.

The building on the property is not eligible for individual listing in the National Register of Historic Places because it does not achieve the level of significance under any of the criteria.

4.3 EVALUATION USING THE CRITERIA OF THE CALIFORNIA REGISTER

The criteria for listing historical resources in the California Register of Cultural Resources are consistent with those for listing resources in the National Register of Historic Places, but have been modified for state use in order to include a range of historical resources which better reflect the history of California. An historical resource must be significant at the local, state or national level under one or more of the following four criteria;

1. It is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States.
2. It is associated with the lives of persons important to local, California, or national history;
3. It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values; or
4. It has yielded, or is likely to yield, information important to the prehistory or history of the local area, California, or the nations.

In addition, the resource must retain enough of its historic character or appearance to be recognizable as a historic property, and to convey the reason for its significance.

The Spanish Colonial Revival house on the subject property retains integrity.

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Criteria 1. *It is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States.*

The building does not meet the criteria for having been associated with an event, person or broad pattern that contributed significantly to local or regional history.

Criteria 2. *It is associated with the lives of persons important to local, California, or national history*

The history of the property does not show a direct and significant association with persons individually significant to the history of Santa Clara or the State of California.

Criteria 3. *It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values.*

Isolated in the area and on the site, the Spanish Colonial Revival house has had very little alteration and appears to be one of a few two- story homes that represent this style in Santa Clara. As such it retains the distinctive architectural characteristics that appear to make it eligible for listing in the California Register of Historic Resources.

Criteria 4. *It has yielded, or is likely to yield, information important to the prehistory or history of the local area, California, or the nations.*

The soils have been disturbed during construction operations and then developed with a building. It is unlikely that significant information important to prehistory or history would be found on this site.

4.4 SANTA CLARA GENERAL PLAN REGARDING HISTORIC PROPERTIES:

The Santa Clara General Plan “*Structures of historic or architectural significance shall be identified and documented and efforts shall be made to preserve them*”. The Municipal Code Section 18.58.030 – Designation

...the historical Landmarks Commission shall consider the listings in the National Register of Historic Places, the California Historical Landmarks Program, the Santa Clara County Preliminary Inventory of Historic Landmarks, and City’s historical survey, and other compilations of historical buildings and sites. The Commission shall evaluate the proposed landmark for its historical or cultural uniqueness or as an outstanding local example of an architectural style or building techniques.

Criteria for local significance (Adopted by the City Council on April 8, 2004)

Qualified Historic Resource

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.

Criterion for Historical or Cultural Significance

To be historically or culturally significant, a property must meet at least one of the following criteria:

1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation.
2. The property is associated with a historical event.
3. The property is associated with an important individual or group who contributed in a significant way to the political, social and/or cultural life of the community.
4. The property is associated with a significant industrial, institutional, commercial, agricultural, or transportation activity.
5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities. Included is the recognition of urban street pattern and infrastructure.
6. A notable historical relationship between a site, building, or property's site and its immediate environment, including original native trees, topographical features, outbuildings or agricultural setting.

The house at 820 Civic Center Drive, meets criterion 1- The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation.

The house, with the front set back at 820 Civic Center Drive exhibits artistic Spanish Colonial Revival characteristics that reflects stylistic architectural development, a component of the heritage of Santa Clara during the 1930s.

The other criteria do not appear to apply to this property.

Criterion for Architectural Significance

To be architecturally significant, a property must meet at least one of the following criteria:

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.
2. The property is identified with a particular architect, master builder or craftsman.
3. The property is architecturally unique or innovative.
4. The property has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance.
5. The property has a visual symbolic meaning or appeal for the community.
6. A building's unique or uncommon building materials, or its historically early or innovative method of construction or assembly.

7. A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

The property at 820 Civic Center Drive is primarily considered under this criteria.

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

The Spanish Colonial Revival house is representative of the few two-story homes in this style constructed in Santa Clara and is associated with the mid 1930s, a time between the Great Depression and WWII when there was confidence in the economy to construct such a house.

2. The property is identified with a particular architect, master builder or craftsman.

At this time, research did not identify the architect. Therefore the house is not associated with a particular architect, master builder or craftsman. However both the style and craftsmanship are notable and this information may become available in the future.

3. The property is architecturally unique or innovative.

The property is stylistic and represents a style of which there are few examples in Santa Clara, but is not architecturally unique or innovative.

4. The property has a strong or unique relationship to other areas potentially eligible for preservation because of architectural significance.

The house is isolated and the style represents very few homes in Santa Clara. It does not have a strong relationship to other similar buildings.

5. The property has a visual symbolic meaning or appeal for the community.

Typically this criteria would apply to a building with significant heritage or historical association. In the case of 820 Civic Center Drive the building is not in a location that brings it much public note. Its relative isolation may change as the industrial property surrounding it redevelops.

6. A building's unique or uncommon building materials, or its historically early or innovative method of construction or assembly.

The building does not represent unique or uncommon building materials.

7. A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

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The Spanish Colonial Revival house exhibits notable aesthetic value from the rounded arch top windows, use of Spanish red tile for the roof and recessed porch. Overall the house exhibits fine proportions in its massing, articulation and design.

However with the changes in the area and setting, the house is noted as an isolate of architectural value, distinct from its immediate area and from the setting with the exception of the setback and lawn, front walk and immediate landscaping in front of the house that acts as a view corridor to the house.

Criterion for Geographic Significance

To be geographically significant, a property must meet at least one of the following criteria:

1. A neighborhood, group or unique area directly associated with broad patterns of local area history.
2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.
3. An intact, historical landscape or landscape features associated with an existing building.
4. A notable use of landscaping design in conjunction with an existing building.

The property exhibits a large lot with much of it covered in brick. However this does not appear to be a notable use of planned landscape as much as it was a project to create a large outside area for family use.

The property does not appear to qualify under any of these criteria.

Definition of Integrity

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register criteria recognize seven aspects to integrity. The seven aspects of integrity are location, design, setting, materials, workmanship, feeling, and association. To retain historic integrity, a property will always possess several, and usually most, of these aspects. Properties must have sufficient integrity in addition to meeting the criterion for significance in order to be considered a qualified historic resource.

The Spanish Colonial Revival house, exhibits a high degree of integrity in the architectural design, setting, workmanship, and materials, feeling, association and location. Evaluation of the historical and architectural qualities of the property allow the conclusion that the property appears eligible for listing in the Historic Properties Inventory of the City of Santa Clara under the criteria of architectural significance and due to the visibility and condition should be considered for designation as a City Landmark.

5.0 CEQA REVIEW

The California Environmental Quality Act (CEQA) is the principal statute mandating environmental assessment of projects in California, and as such is part of the Public Resources Code, sections 2100 et.seq. The purpose of CEQA is to evaluate whether a proposed project may have an adverse impact on the environment and, if so, if that effect can be reduced or eliminated by pursuing an alternative course of action or through mitigations. CEQA requires the Lead Agency to determine if a project will have a significant impact on the state's historic resources. Historic Resources are defined as any resource eligible or listed in the California Register of Historic Resources or are locally significant and have been designated by a local preservation ordinance or that have been identified in a local historical resources inventory may be eligible for listing in the California Register of Historic Resources and are presumed eligible for purposes of CEQA unless a preponderance of evidence

indicates otherwise, (PRC s. 5024.1.14 CCR S.4850)

However, a resource does not need to have been identified previously to be considered significant under CEQA. Lead Agencies have the responsibility to evaluate potential resources against the California Register Criteria prior to making a finding as to a proposed project's impact to historical resources. (PRC s 21084.1, 14CCR s 15064.5(3))

Further, section 15064.5(b)(1) and (2) of the California Environmental Quality Act (CEQA) forbids the *“demolition or the destruction, relocation, or alteration activities that would impair the significance of a historic resource that results in a substantial adverse change. Substantial adverse change includes demolition, destruction, relocation, or alteration such that the significance of an historical resource would be impaired (PRC s. 5020.1(q)*

When the Lead Agency determines that the proposed project does not include a historic resource, then demolition, relocation, alteration or destruction of a building (that is not eligible for listing in the California Register of Historical Resources) does not constitute a significant adverse change under the CEQA Guidelines.

Finding: The property at 820 Civic Center Drive appears to meet the criteria for listing in the California Register of Historic Resources under criterion 3 for its architectural qualities and is a historic resource under CEQA.

Proposed Plan: A concept plan is proposed to subdivide the property that will maintain the Spanish Colonial Revival house and front expanse of lawn, while allowing residential town houses on the side and rear of the property. Such a plan, assuming complementary architectural design, appears to meet the criteria for preserving the existing house while allowing additional compatible development.

No action is proposed for the main house that would constitute a substantial change to the building. Preservation of the building and compatible new development on the property, that follows the guidance in the Secretary of the Interior's Standards that new development should not overwhelm or obscure the historic building, should not cause an adverse change under CEQA.

6.0 SOURCES CONSULTED:

6.1 REPOSITORIES USED AND PERSONS CONSULTED INCLUDE:

Dr. Martin Luther King Jr. San Jose Main Library
Santa Clara City Library
Santa Clara County Official Records

6.2 OFFICIAL RECORDS

Santa Clara County Assessor's Appraisal Records
Santa Clara County Recorder's Land Title Records
U.S. Census Data, 1890, 1900, 1910, 1920 & 1930

6.2 PUBLISHED WORKS

Polk- City Directories for Santa Clara; 1900 -1972

City of Santa Clara – General Plan

Coughey, John W., CALIFORNIA, Prentice Hall Inc. Englewood NY, 1953

Foley, Mary M., The American House, Harper-Colophon Books NY 1980

Gebhard, David. Spanish Colonial Revival In Southern California 1895-1930, Journal of the Society of Architectural Historians, Vol. 26, No. 2 (May, 1967), University of California Press, pp.131-147,

McAlester, Virginia and Lee, A Field Guide to American Houses, Alfred Knoff, NY 2000

Rifkind, C. A Field Guide to American Architecture, Times Mirror, New York 1980

Sanborn Insurance Publishing Company - Maps

Santa Clara Historical and Landmarks Commission, Tour of Historical Santa Clara, undated

State of California, Office of Historic Preservation, Instructions for Nominating Historical Resources to the California Register of Historical Resources, 1997

Thomson & West, 1876 Historical Atlas of Santa Clara County. California, (reprint) 1876

United States Department of the Interior, National Register Bulletin – How to Apply the National Register Criteria for Evaluation, 1997

State of California The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code NA

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 13 *Resource Name or #: (Assigned by recorder) 820 Civic Center Drive, Santa Clara

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County Santa Clara and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

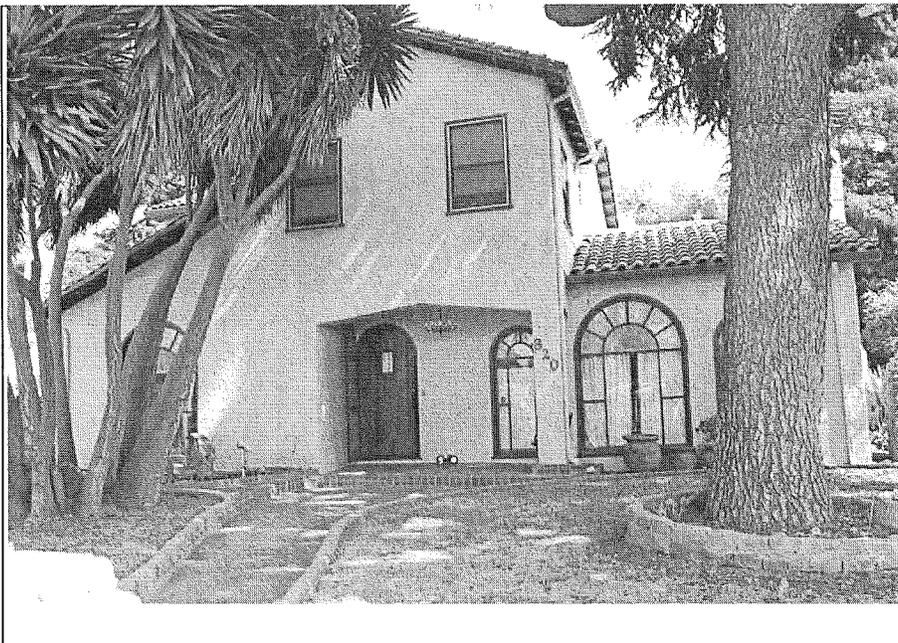
*b. USGS 7.5' Quad San Jose West Date 1980 T ; R ; 3 of 3 of Sec ; B.M.

c. Address 820 Civic Center Drive City Santa Clara Zip 95050

d. UTM: (Give more than one for large and/or linear resources) Zone 10,593424 mE/ 41 34904 mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)
APN 224-29-022

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
The property is located at elevation 102, in the southern end of the "Old Quad", an area of very mixed uses where the single family house is unusual among light industrial and commercial development. The overall impression is of a mixed use area that has continued to grow and change while retaining some of the older buildings. Beyond the general description of the area is the block where 820 Civic Center Drive is located, the only residential building on the block facing the street. Here, the 1935 Spanish Colonial Revival house is isolated from other residential buildings and is surrounded by light industrial uses and a new hotel on El Camino Real at the rear of the property. The two-story house is designed in Spanish Colonial Revival style executed in a grand plan that is out of context with the surrounding light industrial setting. Set in the center of the parcel, the front façade is articulated with a front facing gable on one side and a sloped roof (side facing gable) on the other with the main entry is recessed behind sculpted walls and is slightly off-set to the center. (Continued on page 3)



*P3b. Resource Attributes: (List attributes and codes) HP 2 single family house

*P4. Resources Present: Building
Structure Object Site District
Element of District Other (Isolates, etc.)

*P5b. Description of Photo: (view, date, accession #) Front Façade, 5/30/2014

*P6. Date Constructed/Age and Source:
 Historic Prehistoric Both
Constructed: 1935 Assessor's records

*P7. Owner and Address:

Michael Fisher
820 Civic Center Drive
Santa Clara CA 95050

*P8. Recorded by: (Name, affiliation, and address)

Bonnie Bamburg
Urban Programmers
10710 Ridgeview Avenue
San Jose CA 95127

*P9. Date Recorded: 6/15/2014

*P10. Survey Type: (Describe) intensive

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") None

*Attachments: NONE Location Map Continuation Sheet Building, Structure, and Object Record
 Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (List):

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code 3CS/5S3

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Clara

*Resource Name or # (Assigned by recorder) 820 Civic Center Drive, Santa

B2. Common Name: Ivancovich House

B3. Original Use: Residential

B4. Present Use: Residential

*B5. Architectural Style: Spanish Colonial Revival

*B6. Construction History: (Construction date, alterations, and date of alterations) Constructed 1935

*B7. Moved? No X Yes Unknown Date: _____ Original Location:

*B8. Related Features:

Landscaping particularly the front setback lawn and mature trees

B9a. Architect: Unknown b. Builder: unknown

*B10. Significance: Theme Residential Architecture Area Santa Clara

Period of Significance 1935-1950

Property Type house

Applicable Criteria NA

(Discuss

importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The historical context, elements of the City's history and heritage is what is used to evaluate proposed resources. The context contains a time - 1930-1950, theme - architecture, and the category of residential architecture by which to consider potential historic resources. The evaluation concluded the property is eligible for listing in the California Register of Historic Resources and to be considered for Santa Clara City Landmark designation.

Santa Clara experienced a significant growth in population 1880s as the industries in the window sash business as well as other milled pieces were in high demand and the fruit and vegetable processing era was just beginning. The edge of the City adjoining agricultural lands was surveyed for full block, half block and quarter block land divisions, and where the blocks remained in agricultural use the farm or orchard houses were constructed as part of the orchard. Where the Ivancovich brothers constructed their first houses was on the southern half of the block between Alviso and Lafayette, Clay (El Camino Real) and Scott Street (Civic Center Drive), their homes were constructed on parcels facing Scott Street across from their orchards. In 1935 when Luke Ivancovich replaced the single-story wood house with a new house it was at a time when he had gained success in his fruit business and the house was designed and constructed to show his success and appreciation for the popular and artistic Spanish Colonial Revival style. With the onset of WWI, the construction of large family homes ceased and was not resumed until after 1945 when the Spanish Colonial Revival style was no longer popular. The City of Santa Clara has few artistic Spanish Colonial Revival homes, and the Ivancovich house is one of the best examples of the style along with the Wilson House 610 Jackson Street. Far more numerous are the small vernacular versions that were popular in subdivisions of the 1930s, often mixed with small bungalows. In recent years many of these have been removed or severely altered and enlarged.

(continued on page 3)

B11. Additional Resource Attributes: (List attributes and codes) HP 2

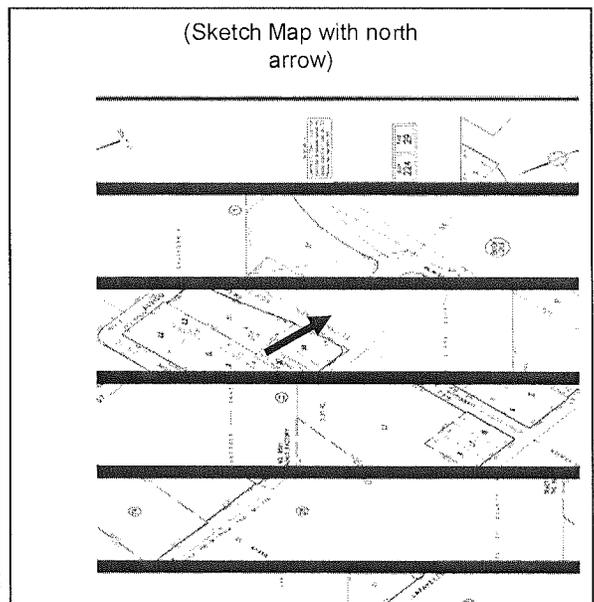
*B12. References: see following sources consulted

B13. Remarks:

*B14. Evaluator: Bonnie Bamberg

*Date of Evaluation: 6/15/2014

(This space reserved for official comments.)



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P3.Description cont

Fenestration is particularly elegant with tall arched windows that have small pain surrounding the lower portion and a "fan" of pains in the top.A large version is on each and on the north two narrow versions flank the center large window. Raising above the single-story front section is the two-story block with a reversal of the front-facing gable on the north and a side gable (pitched roof) on the south. The windows on the second floor are square with accent wood frames. All are set in a textured stucco walls under a well-designed red Spanish tile roof. The side facades exhibit the articulation of the sections and blocks with windows in random patterns that provide a decorative element to the plain stucco facades. Unique to each façade is a tile chrysanthemum open tile medallion inserted in the upper peak of the highest gable. The rear of the building follows the theme of the other facades with wood frame windows and a rear door set in a simple wood frame. There is also a double shed door covering the stairs to the basement.

The house has a concrete foundation and basement. Adjacent to the foundation is a band of sandstone blocks, the same that line the walkways.

The setting is an oversized lot that has mature, redwood, cedar, and palm trees. The site plan and landscaping have screened this very handsome house on the sides and rear. Set back from the street, the house presents a grand view with a center walk paved with a herringbone brick pattern and outlined in sandstone bricks. Low sandstone walls outlining the driveway and across the front and side property lines. The same type of sandstone blocks outlines the walkways on the east side of the building leading to a terrace and a pillar style gate of the same material. The gate has an incised diamond pattern on logs that form the top of the gate. Pillars mark the openings to the driveway and walkway on the west side where the property is overgrown and undeveloped. The primary landscaping is that in the front of the house where a deep lawn area and mature trees frame the front façade. The, house, an artistic version of Spanish Colonial Revival architecture, with the expanse of lawn in front it is one of the nicest in Santa Clara.

B10 Significance Continued:

Spanish Colonial Revival Architecture: By the early twentieth century, in California, there was a return to the architectural vocabulary of the Spanish Colonial period as architects attempted to create an indigenous California architecture. From 1890 through the 1920s, it was called the California style or Mission Revival style. Influenced by the 1915 Panama-California Exhibition in San Diego and the designs of Bertram Goodhue, the style received notoriety. In the 1920s, it was renamed the Spanish Colonial Revival style. Primary elements of the style are the low pitched roof covered in red tile with little or no overhanging eaves, cross gable or low pitched roofs. Also elements of the style are rounded arches in doorways and windows and arcades, textured stucco surfaces and asymmetrical facades.

The Spanish Colonial Revival house at 820 Civic Center Drive is isolated in the immediate area, and one of only a few that survive in Santa Clara.. The house was

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developed in an area of light industrial uses and stands alone on the block representing the mid-thirties development. The front façade with a front facing gable and round top windows are typical of the style that was promoted by the Southern Pacific Railroad and their Sunset Magazine as the typical California style. However due to national and international events, as well as development patterns in Santa Clara, not many two-story homes were constructed in this artistic style. In fact those constructed are not of the high stylistic version that was promoted at the San Diego Exhibition, but a moderate design incorporating the basic characteristics of the style, but in a restrained design without excessive ornamentation, balconies or arcade.

The subject property is within the Garrigus Addition, at the northwest corner of Alviso St and Civic Center Drive- formerly Scott St. When the 1915 Sanborn Map was drawn it showed a single-story wood frame house in the center of the parcel.¹ This house is not the one currently on the property.

The property is shown in the late 1890s belonging to Luke Ivancovich and his wife Jennie (Genevive). The couple and brother John Ivancovich emigrated from Austria (Dalmatia) in 1880 arriving in Santa Clara the same year. In fact there were many of the extended Ivancovich family who immigrated to northern California beginning at the time of the Gold Rush and spreading out from San Francisco to Monterey with many families in the Santa Clara Valley. The Ivancovich family was well established in San Francisco in the import export business (fruit) when Luke and his brother John arrived in Santa Clara. Luke's brother John initially lived with the couple until 1890, when he constructed a house next door at 852 Scott Street in anticipation of his marriage to Katie Gordon from San Francisco.² John was killed by Frank Schaffer in 1908 during an altercation regarding schooling of John's son.³ Luke Ivancovich is listed in the 1900 U.S. census and the 1905 City Directory as a fruit grower, the owner of orchard land. However by 1913, the City Directory lists Luke as owning J. & L Ivancovich, Fruit Packers, and subsequently they are listed in 1915 as fruit dryers and packers The 1915 Sanborn Map shows the packing shed and dryer across Scott Street and orchards across Scott and Alviso Streets.

In 1935 the existing house on the property was replaced with two-story wood frame and stucco covered house designed in the Spanish Colonial Revival style that was very popular. This house remains on the property with little change from when it was constructed.

It appears that by 1939 the family was effected by the beginnings of WWII and the ban by Hitler on shipping dried fruit to the Axis countries. These European countries had been a very large market for California prunes and other dried fruit. The fruit industry suffered a glut of fresh and dried fruit that sent the prices plummeting down. Many ranchers tried to grow different varieties that would sell in the US and local markets but this was on the whole unsuccessful. As the United States entered the war, the US War Department set contracts to purchase fruit and other foods for the military. These contracts included labor to care of the orchards and for packaging the produce for the troops. With the military taking many of the male agricultural workers, women stepped in to fill the labor needs. This bolstered the prices for a few years. At the end of the war, as land was needed for new homes, commercial and industrial uses many orchards were sold for development. The Ivancovich family followed this pattern selling some of its land for light industrial use, but retaining the land immediately around their home on Scott Street (Civic Center Drive).

¹ Sanborn Publishing Company San Jose and Santa Clara, 1915 page 210
² San Francisco Morning Call, July 31, 1890 Wedding announcement
³ Evening News, San Jose CA, March 6, 1908 page

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Through the late 1930s and into the 1940s the Ivancovich family argued with the City of Santa Clara extending Alviso Street across their property (south of Civic Center Drive). The family won in court and although the City continued to argue, the road was not extended. In 1945 the property transferred to daughter Angeline Ivancovich and has remained in the family until it was recently sold to Michael and Cheryl Fisher in December 2013.

The history of occupants tells the story of people who worked in the industries of Santa Clara, but were not individually significant to the historical development of the City.

The significance of this property is found in the Spanish Colonial Revival architectural style of the house. The City of Santa Clara has few two-story versions of the Spanish Colonial Revival style that show the characteristics of the style as well as the Ivancovich house. Although isolated on Civic Center Drive, the house retains the integrity of the original design, materials, workmanship, and feeling, and is in a setting where the setback from the street provides an expanse of lawn and center walkway that frames the house. The Ivancovich family do not appear to have contributed in a significant way to the history of Santa Clara and no event of significance was identified so the aspect of a significant association is not met.

The criteria for listing historical resources in the California Register of Cultural Resources are consistent with those for listing resources in the National Register of Historic Places, but have been modified for state use in order to include a range of historical resources which better reflect the history of California. An historical resource must be significant at the local, state or national level under one or more of the following four criteria;

1. It is associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States.
2. It is associated with the lives of persons important to local, California, or national history;
3. It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values; or
4. It has yielded, or is likely to yield, information important to the prehistory or history of the local area, California, or the nations.

In addition, the resource must retain enough of its historic character or appearance to be recognizable as a historic property, and to convey the reason for its significance.

The Spanish Colonial Revival house on the subject property retains integrity and meets criterion 3 for the representation of Spanish Colonial Revival Architecture.

Criteria 3. It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master or possesses high artistic values.

The Spanish Colonial Revival house retains a very high degree of integrity and is one of a few two-story homes that exhibit this style in Santa Clara. The construction of the Ivancovich House in 1935 is at the end of the popularity of this style and the house represents one of the last and restrained examples of the style. As such it retains the distinctive architectural characteristics of the type and period that make it eligible for listing in the California Register of Historic Resources.

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P 5 b. Photographs ; The photographs were taken on May 30, 2014 between 2:15 and 2:45 PM using digital format. The original images are archived with Urban Programmers.



Photograph 1 820 Civic Center Drive.

View: Front façade (north façade) note the set of three arched top windows on the right and the one on the left of the recessed entry. The window style, red tile roof and asymmetrical façade are design characteristics of the Spanish Colonial Revival Style.

Camera facing: south

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Photograph 2 820 Civic Center Drive

View: Front façade (north), showing the recessed porch with rounded top door and low pitched front. The small eave extensions with rafters showing under the tile is a design aspect that shows itself at the later time of the Spanish Colonial Revival style.

Camera Facing: south

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Photograph 3 820 Civic Center Drive

View: East side façade, note articulation of the front sections with the multi-planes of the roof. Rock adjacent to the house and sandstone blocks along the perimeter of this side of the house.

Camera Facing: west

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Photograph 4 820 Civic Center Drive
View: Rear façade (south), note original pattern of windows and tile roof over the rear door.
Camera Facing: west

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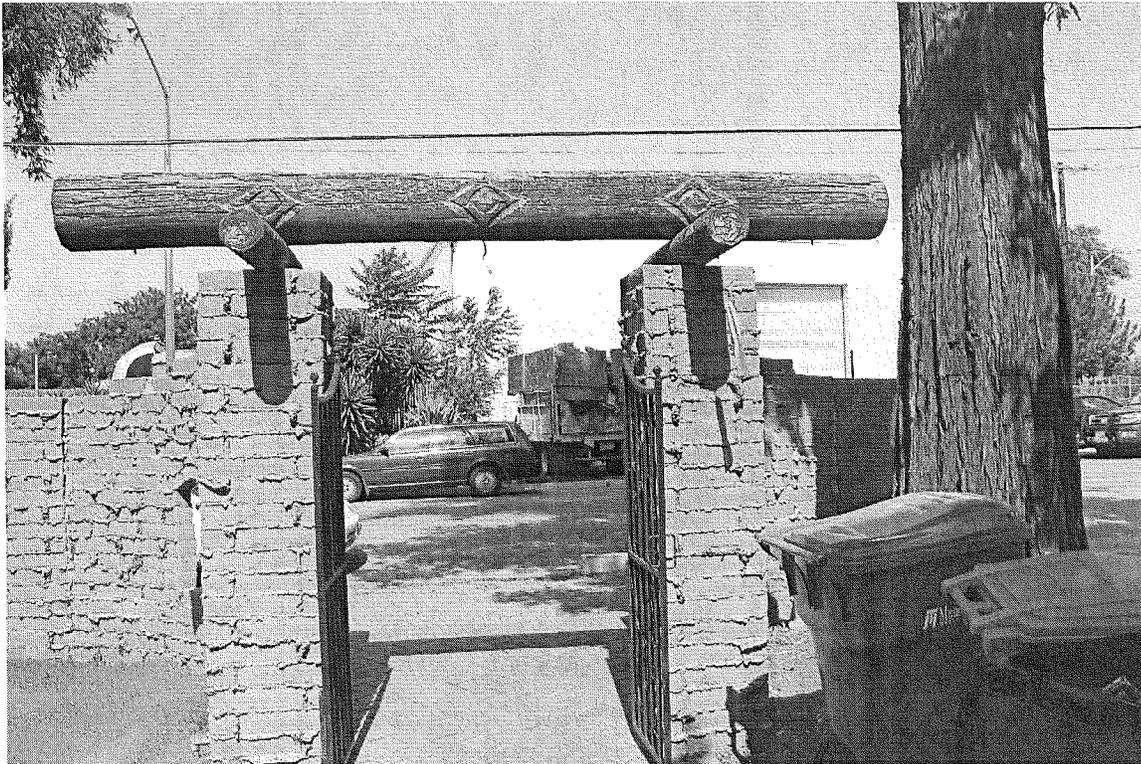
Photograph 5 820 Civic Center Drive
View: West side façade,
Camera Facing: NE

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Photograph 6 820 Civic Center Drive
View: West side façade, note articulation of the front sections, Chimney with brick inset at the base.
Camera Facing: NE

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Photograph 7 820 Civic Center Drive
View: East side of the property showing gate with incised logs on the top.
Camera Facing: west

SOURCES CONSULTED:

Santa Clara County Assessor's Appraisal Records
Santa Clara County Recorder's Land Title Records
U.S. Census Data, 1890, 1900, 1910, 1920 & 1930

PUBLISHED WORKS

City of Santa Clara – General Plan

City Directories for Santa Clara; R.L. Polk Publishers, 1900 -1972

Coughey, John W., CALIFORNIA, Prentice Hall Inc. Englewood NY, 1953

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Foley, Mary M., The American House, Harper-Colophon Books NY 1980

Gebhard, David. Spanish Colonial Revival In Southern California 1895-1930, Journal of the Society of Architectural Historians, Vol. 26, No. 2 (May, 1967), University of California Press, pp.131-147,

McAlester, Virginia and Lee, A Field Guide to American Houses, Alfred Knoff, NY 2000

Rifkind, C. A Field Guide to American Architecture, Tines Mirror, New York 1980

Sanborn Insurance Publishing Company - Maps

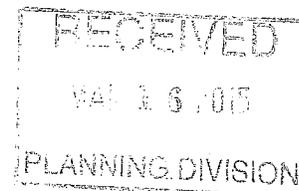
Santa Clara Historical and Landmarks Commission, Tour of Historical Santa Clara, undated

State of California, Office of Historic Preservation, Instructions for Nominating Historical Resources to the California Register of Historical Resources, 1997

Thomson & West, 1876 Historical Atlas of Santa Clara County, California, (reprint) 1876

United States Department of the Interior, National Register Bulletin – How to Apply the National Register Criteria for Evaluation, 1997

Date: March 16, 2015
 To: City of Santa Clara
 Planning Department



RE: City of Santa Clara review of:
 820 Civic Center Drive - 3 unit single family detached 2 story homes (with a garage and accessory unit added behind the existing house) development proposal

PURPOSE OF PROPOSED DEVELOPMENT:

To help bring to life the vision of the 2010 General Plan approved by Santa Clara City Council to add housing units in a community mixed use setting, while balancing the unique character of a 2 story home built in 1935 in the then very popular Spanish Colonial Revival style, and retain the existing view corridor.

SPECIAL CONSIDERATIONS:

Over the past year, we have received many comments from both the Historical & Landmarks Commission (HLC) and the City planning department. By far the majority of the comments received over the course of that time pertained to the significant historic nature of the existing house, and the view corridor that the public enjoys the aesthetics of the existing house from. These comments were listened to, and at great financial expense were accommodated within the proposed development for the revised project at the 820 Civic Center Drive property. Many revisions later (I believe it has been a total of 4 major project revisions), and a reduction in project economic viability in the magnitude of a more than 2 million dollars of development value (from an original proposal of 6 individual units, to currently only 3 individual units and an accessory unit – a reduction of 3 single family residential saleable units, and far below the 2010 General Plan zoning of 19 to 36 units per acre), and we finally have an exciting project that we believe retains the historical integrity of the existing site.

However, the public works department has requested that a significant view corridor be modified with a dedication of 10' strip that not only reduces the visual setback, but also eliminates a significant percentage of the property's mature landscaping and a beautiful large diameter and height mature redwood tree near the corner of Civic Center Drive and Alviso Street.

At the March 5th, 2015 Historical & Landmarks Commission meeting, the project was recommended for approval with favorable comments, with the quite strong recommendation that the 10' City dedication be abandoned in light of one of the key project purposes: to protect the historically significant view corridor.

SUMMARY OF PROJECT APPROVAL REQUEST:

To request approval for the proposed development of 820 Civic Center Drive as reviewed in the 3/5/15 Historical & Landmarks Commission, and in general includes construction of 2 new homes, and a new garage with an accessory unit for the existing home (**3 separate lots total; with 1 existing home, 2 new homes, and 1 accessory unit**) and protecting an existing Spanish Colonial Revival style home built in 1935.

In the November 6th Historical & Landmarks Commission review session for this project, it was noted that Unit #2 was close in proximity to the existing house, and a back yard space may be a better use of this area. In response, to this we have removed the new house (Unit #2), shifted the garage to the back of the existing house (location of previous unit #2) and added an accessory unit to be attached to the garage (**accessory unit to be 2 bedroom 2 bath 1,001 s.f. with parking designated to be the northern parking stall in front of the two car garage for the**

accessory unit, and the existing home to have the two car garage as designated parking). I request that the City consider the following points, and approve the proposed 3 unit development (with added 1,001 sf accessory unit) as is:

* Per the City's 2010 General Plan, 19-36 units per acre would translate to 6 to 12 units on a parcel this size. Any further reduction in total units would be a significant shift away from this vision.

* With the goal of protecting the view corridor, we ask that a public works driven request for a 10' strip property dedication be removed from the project to keep consistent with the key project goal of retaining the existing house and protecting the historically significant view corridor.

Sincerely,

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Michael and Cheryl Fisher

MISSION ESTATES

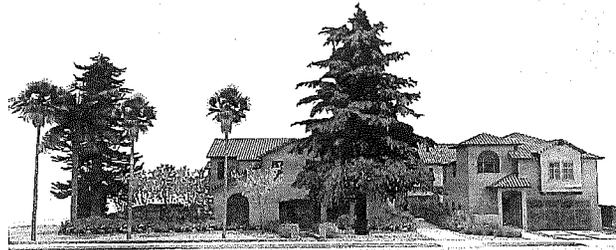
820 CIVIC CENTER DRIVE, SANTA CLARA, CALIFORNIA 95050

IMPERVIOUS AREA

EXISTING
 HOUSE: 1,496 SF
 CARPORT: 591 SF
 DRIVEWAY/PATIO: 3,527 SF
 TOTAL IMPERVIOUS AREA: 5,614 SF
 IMPERVIOUS COVERAGE: 36%

NEW
 HOUSE 1: East House 1,496
 HOUSE 2: Accessory Unit 1,054
 HOUSE 3: Plan B 1,023
 HOUSE 4: Plan C 1,064
 FRONT WALK TO REMAIN: 365 SF
 TOTAL PARKING/DRIVEWAY*: 1,688 SF

*NOT INCLUDED IN SUMMARY CALCULATIONS - MAY BE PERVIOUS OR IMPERVIOUS



CIVIC CENTER DRIVE ELEVATION

PROJECT SUMMARY
 TOTAL IMPERVIOUS AREA: 5,602 SF
 IMPERVIOUS COVERAGE: 32%

PROJECT DATA

PROJECT DESCRIPTION: CONSTRUCT TWO (2) NEW 2-STORY HOUSES WITH GARAGES AND AN ACCESSORY UNIT WITH A GARAGE TO SERVE THE EXISTING HOUSE. REFER TO ARBORIST REPORT FOR TREES TO BE REMOVED.

PROJECT ADDRESS: 820 CIVIC CENTER DRIVE, SANTA CLARA, CA

AFN: 224-29-022

PROJECT OWNER: MICHAEL FISHER

EXISTING USE: SINGLE FAMILY HOUSE

ZONING DISTRICT (2010 GENERAL PLAN): COMMUNITY MIXED USE

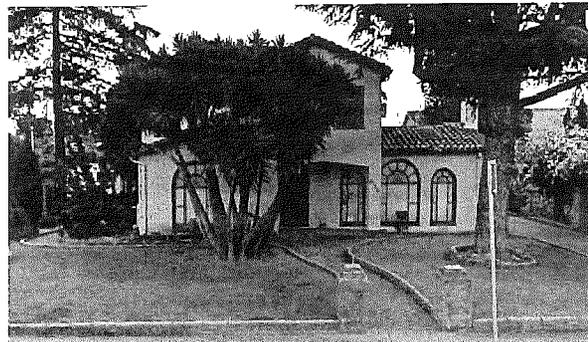
GROSS LOT SIZE: 0.36± ACRES (15,776± SF)

YEAR OF EXISTING STRUCTURES: MAIN HOUSE, 1935 (CARPORT UNKNOWN)

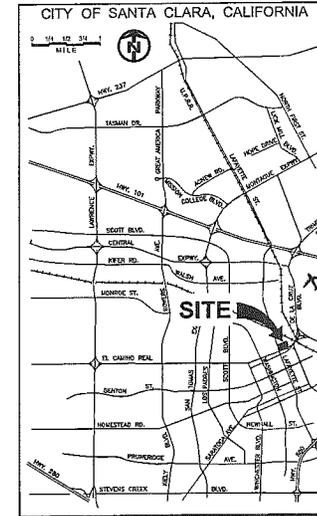
FLOOR AREA (SEE TABLE AT BELOW)

SITE DATA

PLAN TYPE	FOOTPRINT	SQ. FT.	BEDRM	BATH	GARAGE SF
① EXIST BLDG	1,496	2,400	4	3	
② ACCESSORY UNIT	1,054	1,001	2	2	400
③ PLAN B	1,023	1,646	4	3	400
④ PLAN C	1,064	1,728	4	3	400



EXISTING HOUSE FRONT ELEVATION



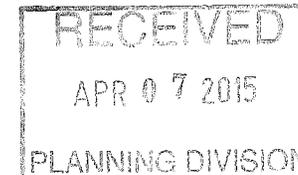
VICINITY MAP
NOT TO SCALE

SHEET INDEX

NUMBER	TITLE
1.	T-1 TITLE SHEET & INDEX
2.	A-D STREETS CAPES
3.	C-1 EXISTING PROPERTY
4.	C-2 TENTATIVE MAP
5.	C-3 SITE PLAN
6.	C-4 GRADING AND UTILITY PLAN
7.	A-1 EXISTING HOUSE - UNIT #1 FLOOR PLANS
8.	A-2 ACCESSORY UNIT - UNIT #2 FLOOR PLANS
9.	A-3 ACCESSORY UNIT - UNIT #2 ELEVATIONS
10.	A-4 PLAN B - UNIT #3 FLOOR PLANS
11.	A-5 PLAN B - UNIT #3 ELEVATIONS
12.	A-6 PLAN C - UNIT #4 FLOOR PLANS
13.	A-7 PLAN C - UNIT #4 ELEVATIONS
14.	TS-1 TREE SURVEY PLAN
15.	PL-1 PRELIMINARY LANDSCAPE DESIGN

APPLICANT
 MICHAEL FISHER
 820 CIVIC CENTER DRIVE
 SANTA CLARA, CA 95050
 (408) 410-5922

ARCHITECT
 TOM CONERLY ARCHITECT
 450 TOWHEE DRIVE
 SANTA CRUZ, CA 95060
 (831) 458-9510



MICHAEL FISHER
820 CIVIC CENTER DR
SANTA CLARA, CA. 95050

TOM CONERLY
ARCHITECT
450 TOWHEE DR.
SANTA CRUZ, CA. 95060
831-458-9510

SITE IMPROVEMENT PLAN
FOR
820 CIVIC CENTER DRIVE
SANTA CLARA, CALIFORNIA 95050

TITLE SHEET

DATE 12/02/2014

SHEET NO.
T-1

JOB #



ACCESSORY UNIT (BEHIND)

Exist HOUSE

PLAN B (@REAR)

PLAN C

CIVIC CENTER DR. STREETSCAPE

TILE ROOF,
STUCCO SIDING, &
DOUBLE HUNG WINDOWS
TO MATCH (E)
TYPICAL



ACCESSORY UNIT

Exist HOUSE

PLAN C

ALVISO ST. STREETSCAPE

MICHAEL FISHER
820 CIVIC CENTER DR
SANTA CLARA, CA. 95050

TOM CONERLY
ARCHITECT
450 TOWHEE DR.
SANTA CRUZ, CA. 95060
831-458-9510

SITE IMPROVEMENT PLAN
FOR
820 CIVIC CENTER ROAD
SANTA CLARA, CALIFORNIA 95050

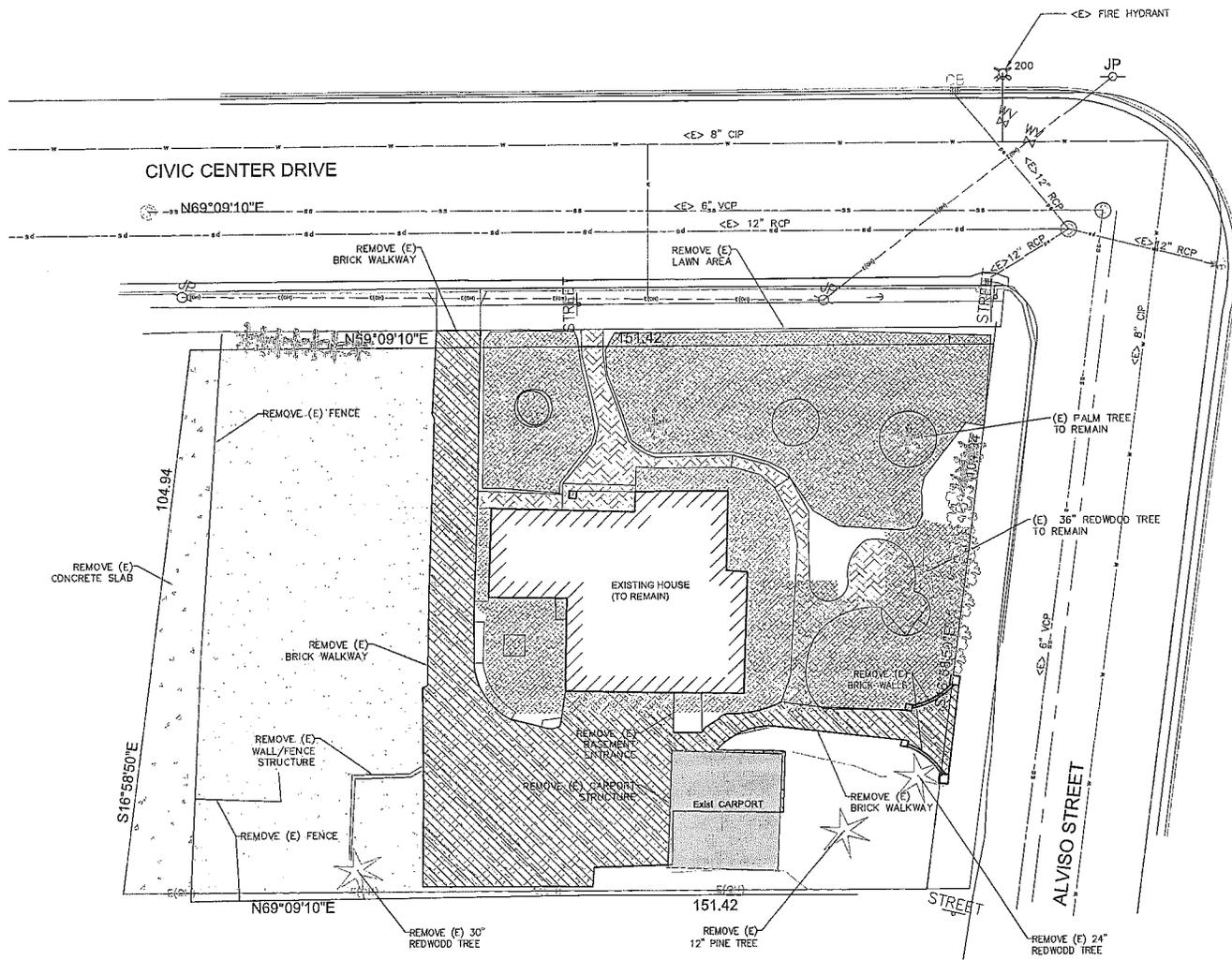
STREETSCAPES

DATE 12/02/2014

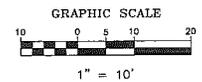
SHEET NO.

A-0

JOB #



EXISTING PROPERTY



MICHAEL FISHER
ARCHITECT
820 CIVIC CENTER DR
SANTA CLARA, CA. 95050

TOM CONERLY
ARCHITECT
450 TOWHEE DR.
SANTA CRUZ, CA. 95060
831-458-9510

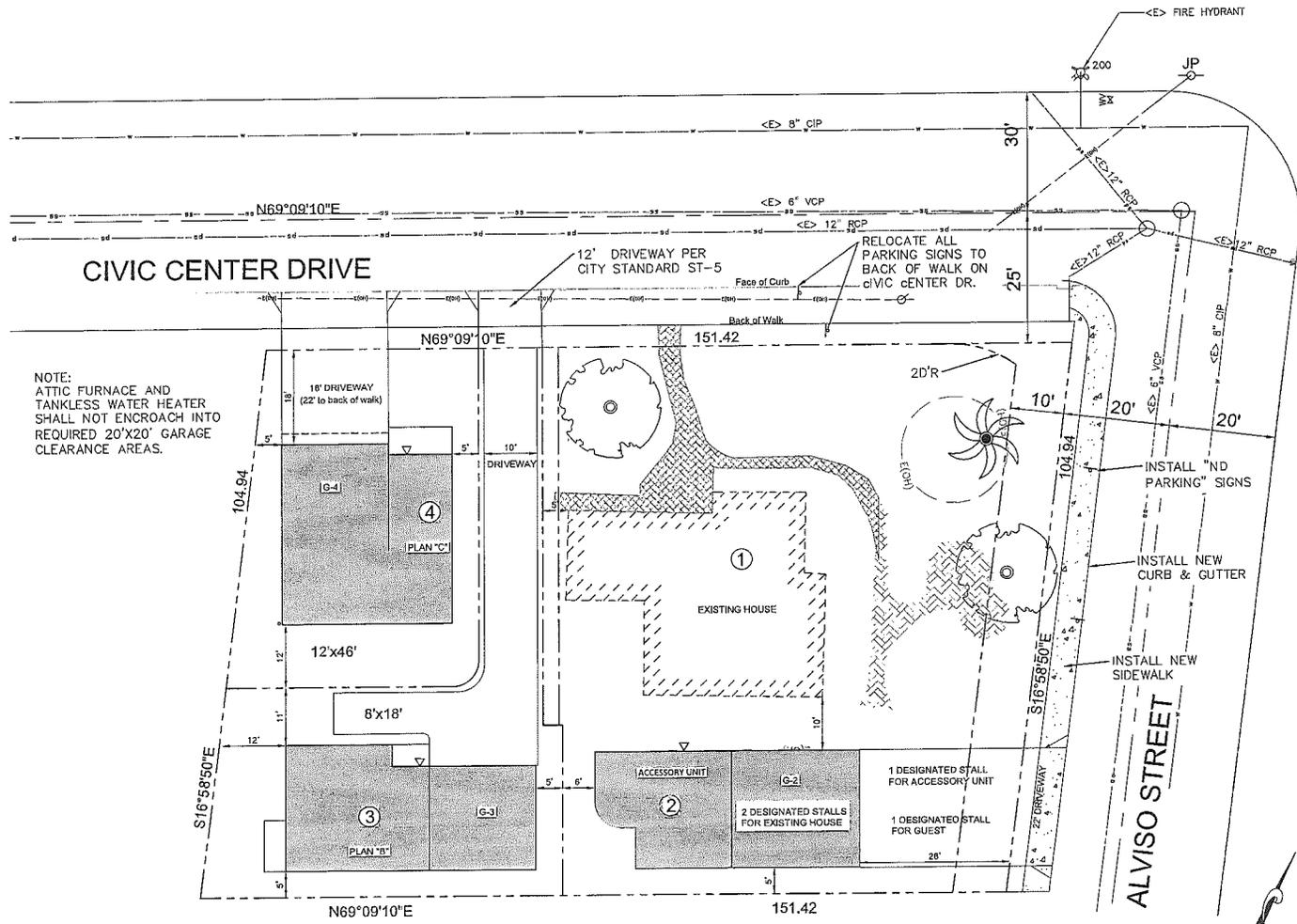
SITE IMPROVEMENT PLAN
820 CIVIC CENTER ROAD
SANTA CLARA, CALIFORNIA 95050
EXISTING PROPERTY

DATE 12/02/2014

SHEET NO.

C-1

JOB #

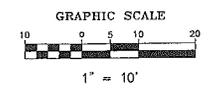


NOTE:
ATTIC FURNACE AND
TANKLESS WATER HEATER
SHALL NOT ENCR OACH INTO
REQUIRED 20'X20' GARAGE
CLEARANCE AREAS.

CIVIC CENTER DRIVE

ALVISO STREET

SITE PLAN



MICHAEL FISHER
820 CIVIC CENTER DR
SANTA CLARA, CA. 95050

TOM CONERLY
ARCHITECT
450 TOWHEE DR.
SANTA CRUZ, CA. 95060
831-458-9510

SITE IMPROVEMENT PLAN
820 CIVIC CENTER ROAD
SANTA CLARA, CALIFORNIA 95050

SITE PLAN

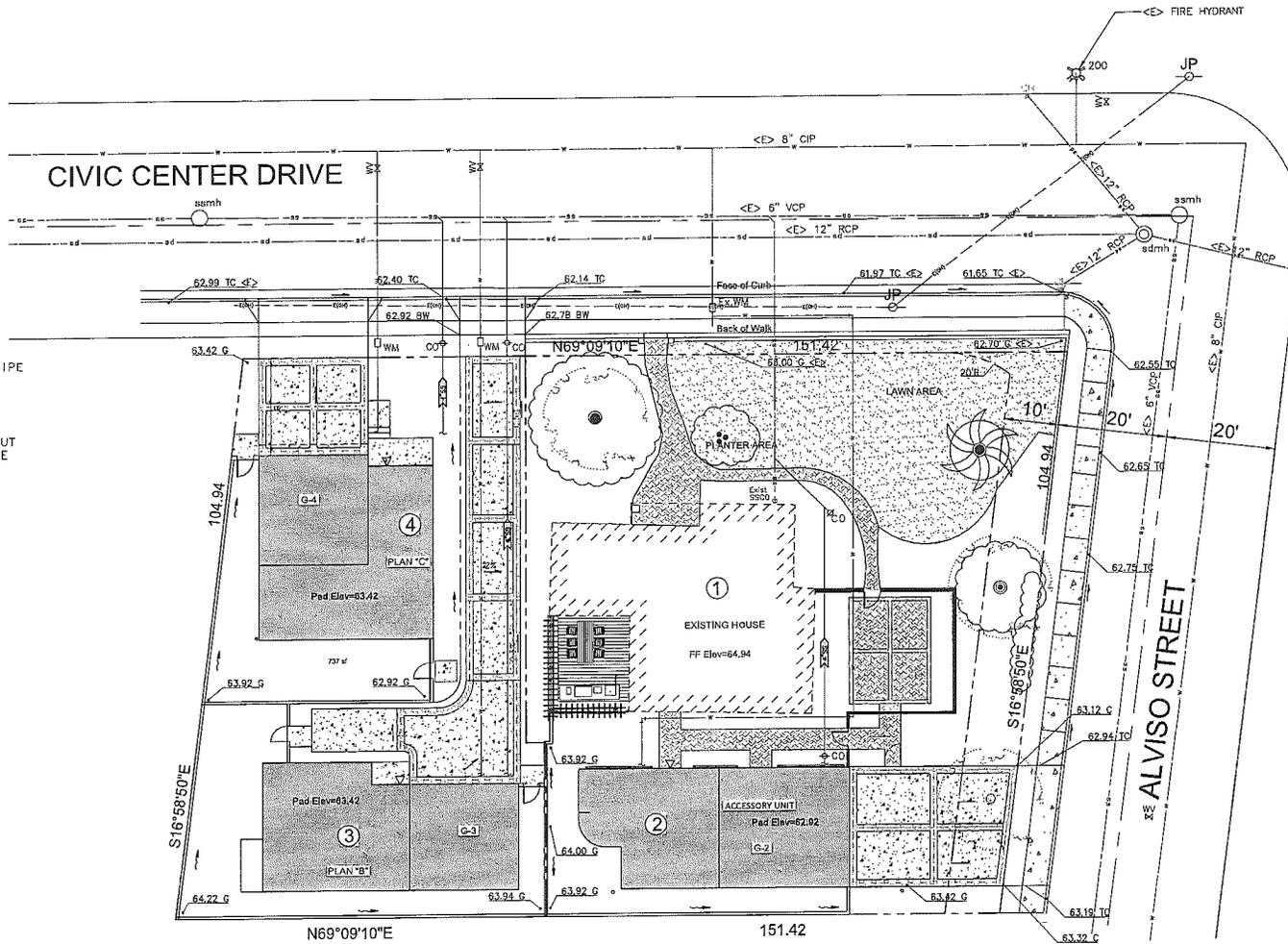
DATE 12/02/2014

SHEET NO.
C-3

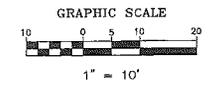
JOB #

ABBREVIATIONS

BLDG	BUILDING
BM	BENCHMARK
BOT	BOTTOM
C	CONCRETE
C&G	CURB AND GUTTER
CIP	CAST IRON PIPE
CONT	CONTINUOUS
Det	DETAIL
DI	DRAIN INLET
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
Elev	ELEVATION
Exist	EXISTING
FG	FINISHED GROUND
FOC	FACE OF CURB
G	GROUND
FH/HYD	FIRE HYDRANT
HP	HIGH POINT
Inv	INVERT
Irr	IRRIGATION
LF	LINEAR FEET
L	LEFT
Max	MAXIMUM
MH	MANHOLE
Min	MINIMUM
No.	NUMBER
NTS	NOT TO SCALE
OG	ORIGINAL GROUND
P	PAVEMENT
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SD	STORM DRAIN
SDCO	STORM DRAIN CLEANOUT
SDMH	STORM DRAIN MANHOLE
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
Std	STANDARD
TC	TOP OF CURB
TG	TOP OF GRATE
TRANS	TRANSFORMER PAD
Typ	TYPICAL
WM	WATER METER



GRADING & UTILITY PLAN



MICHAEL FISHER
820 CIVIC CENTER DR
SANTA CLARA, CA. 95050

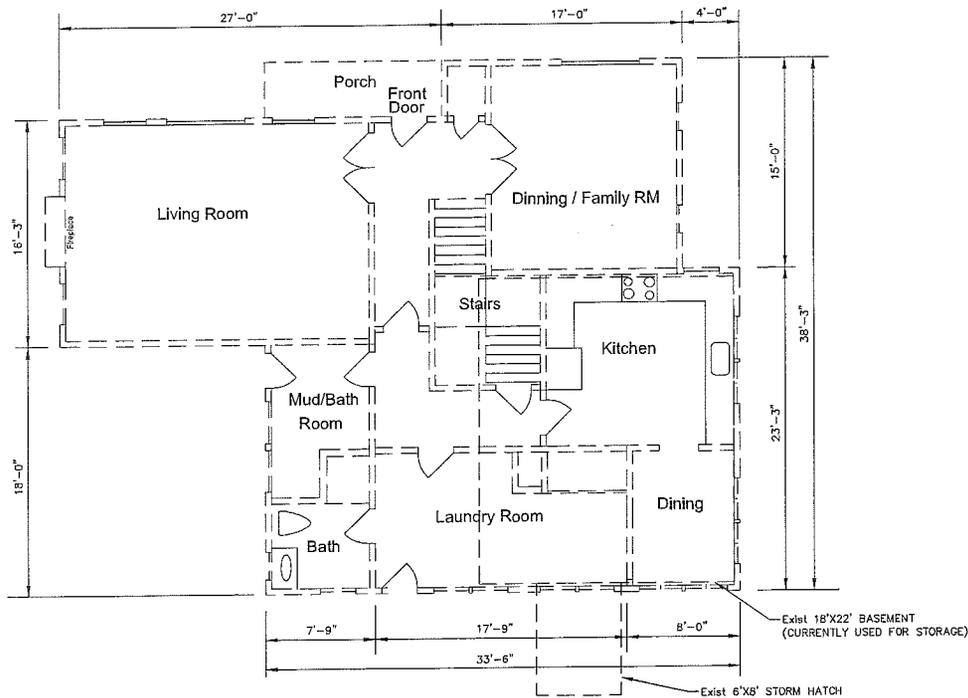
TOM CONERLY
ARCHITECT
450 TOWHEE DR.
SANTA CRUZ, CA. 95060
831-458-9510

SITE IMPROVEMENT PLAN
820 CIVIC CENTER ROAD
SANTA CLARA, CALIFORNIA 95050
GRADING & UTILITY PLAN

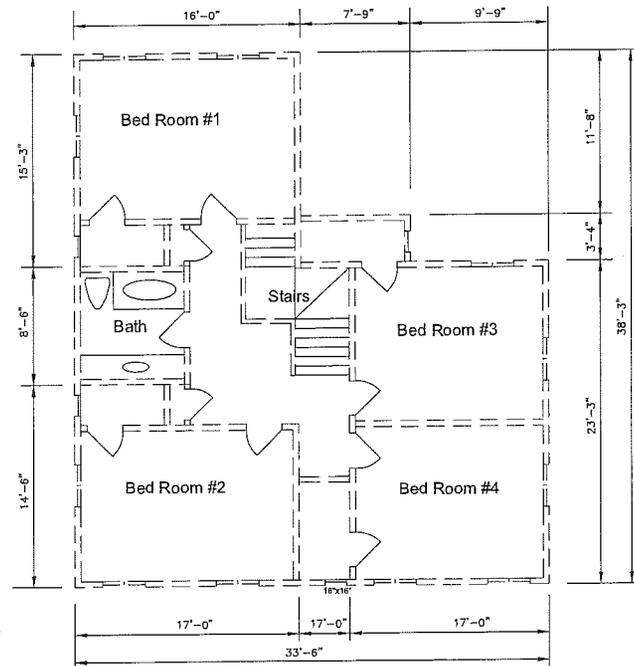
DATE 12/02/2014

SHEET NO.
C-4

JOB #



FIRST FLOOR



SECOND FLOOR

EXISTING HOUSE FLOOR PLANS

MICHAEL FISHER
 820 CIVIC CENTER DR
 SANTA CLARA, CA. 95050

TOM CONERLY
 ARCHITECT
 450 TOWHEE DR.
 SANTA CRUZ, CA. 95060
 831-458-9510

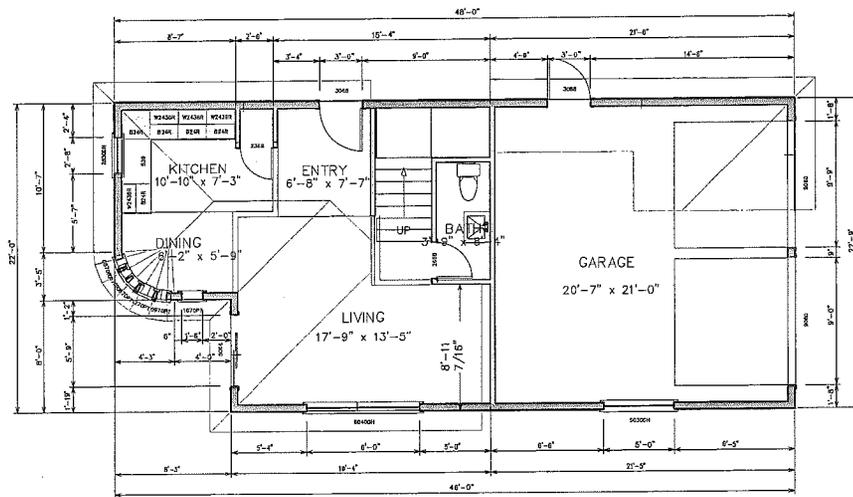
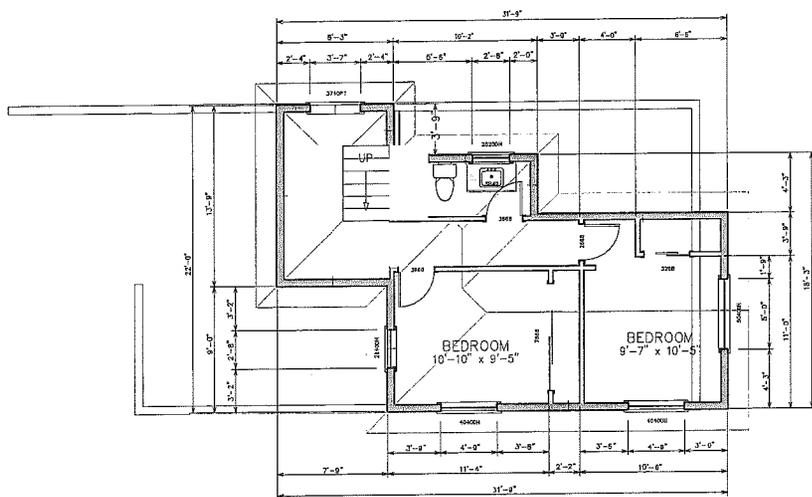
EXISTING HOUSE
 UNIT #1
 FLOOR PLANS

DATE 12/02/2014

SHEET NO.

A-1

JOB #



ACCESSORY UNIT #2 FLOOR PLANS
SCALE 1/4" = 1'-0"

MICHAEL FISHER
820 CIVIC CENTER DR
SANTA CLARA, CA. 95050

TOM CONERLY
ARCHITECT
450 TOWHEE DR.
SANTA CRUZ, CA. 95060
831-458-9510

ACCESSORY
UNIT #2
FLOOR PLANS

DATE 11/26/2014

SHEET NO.

A-2

JOB #



FRONT WEST ELEVATION

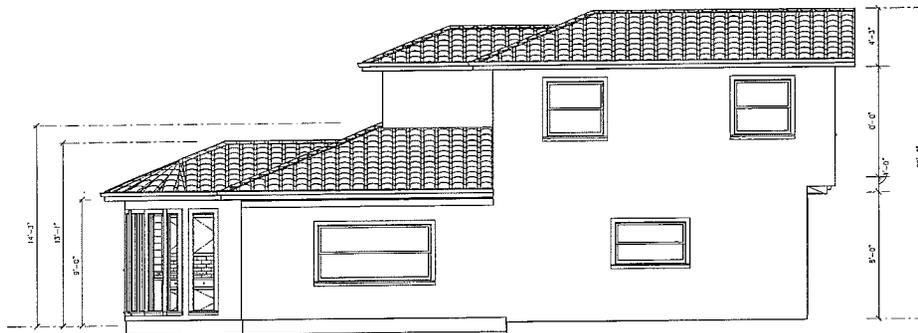
SCALE 1/4" = 1'-0"



RIGHT NORTH ELEVATION

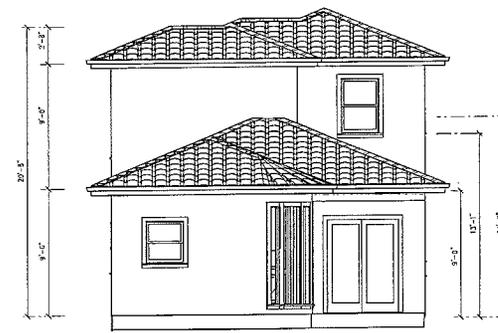
SCALE 1/4" = 1'-0"

TILE ROOF,
STUCCO SIDING, &
DBL. HUNG WINDOWS
TO MATCH (E)
TYPICAL



LEFT SOUTH ELEVATION

SCALE 1/4" = 1'-0"



REAR EAST ELEVATION

SCALE 1/4" = 1'-0"

MICHAEL FISHER
820 CIVIC CENTER DR.
SANTA CLARA, CA. 95050

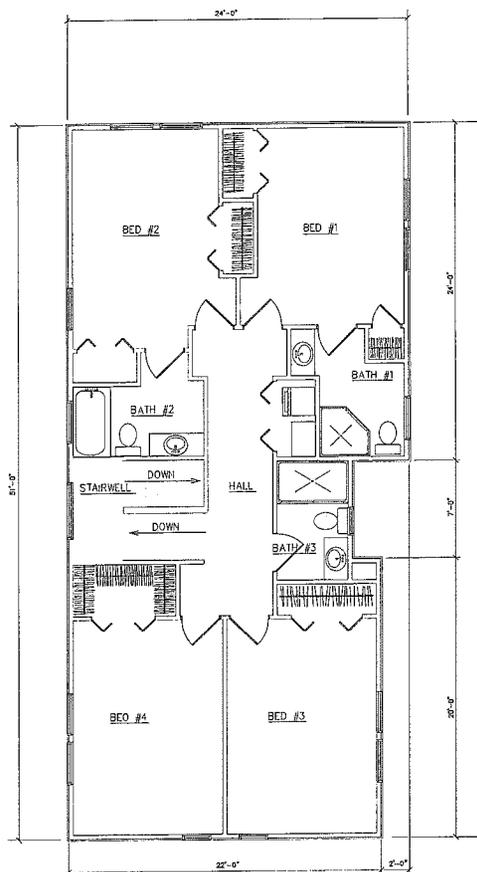
TOM CONERLY
ARCHITECT
450 TOWHEE DR.
SANTA CRUZ, CA. 95060
831-458-9510

ACCESSORY
UNIT #2
ELEVATIONS

DATE 11/26/2014

SHEET NO.
A-3

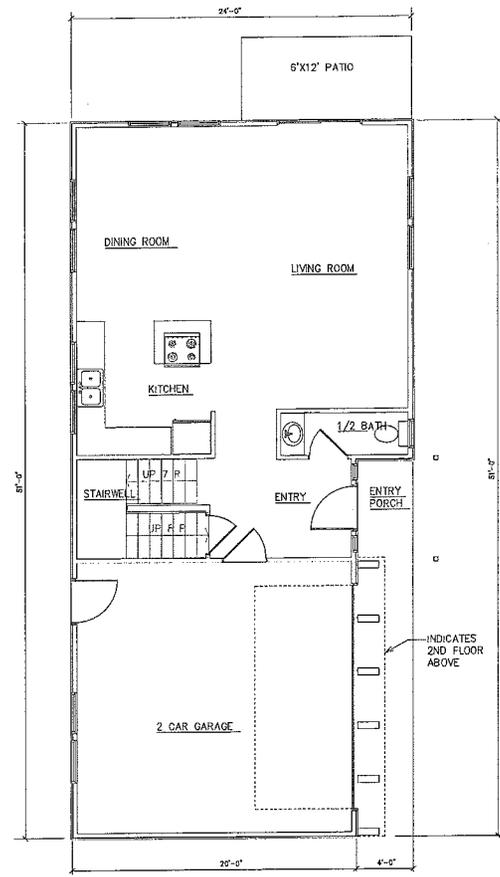
JOB #



UPPER FLOOR AREA = 1156 SQ. FT.

2ND FLOOR PLAN

SCALE 1/4" = 1'-0"



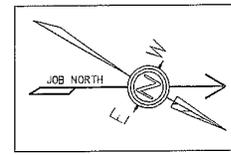
LOWER FLOOR AREA = 722 SQ. FT.
GARAGE AREA = 394 SQ. FT.

LOWER FLOOR PLAN

SCALE 1/4" = 1'-0"

PLAN B UNIT #3 FLOOR PLANS

SCALE 1/4" = 1'-0"



MICHAEL FISHER
820 CIVIC CENTER DR.
SANTA CLARA, CA. 95050

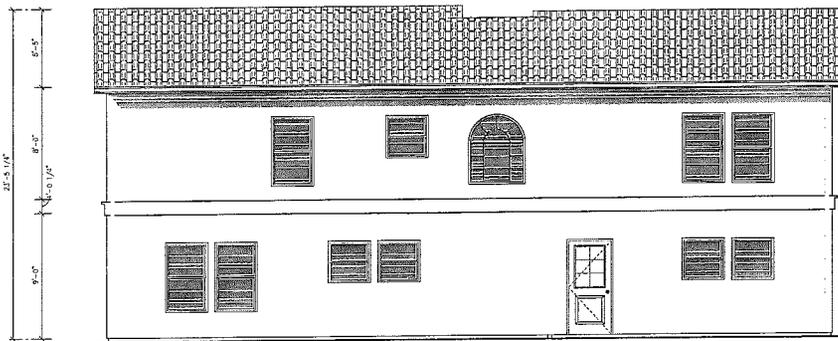
TOM CONERLY
ARCHITECT
450 TOWHEE DR.
SANTA CRUZ, CA. 95060
831-458-9510

PLAN B
UNIT #3
FLOOR PLANS

DATE 11/26/2014

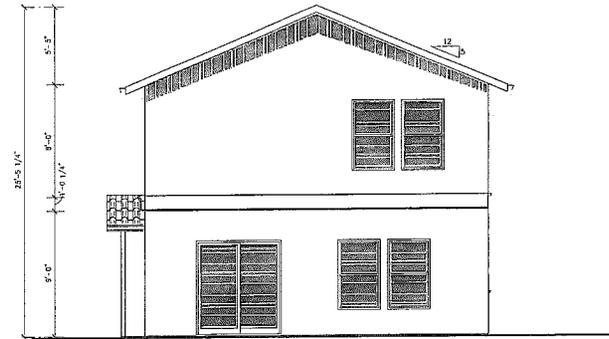
SHEET NO.
A-4

JOB # 02014-03



REAR SOUTH ELEVATION

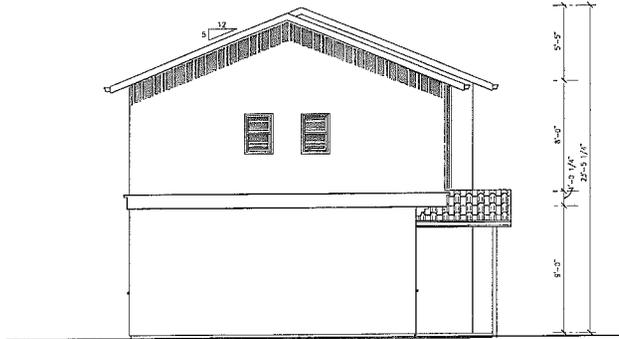
SCALE 1/4" = 1'-0"



RIGHT WEST ELEVATION

SCALE 1/4" = 1'-0"

TILE ROOF,
STUCCO SIDING, &
DBL HUNG WINDOWS
TD MATCH (E)
TYPICAL



LEFT EAST ELEVATION

SCALE 1/4" = 1'-0"



FRONT NORTH ELEVATION

SCALE 1/4" = 1'-0"

MICHAEL FISHER ARCHITECT
820 CIVIC CENTER DR
SANTA CLARA, CA. 95050

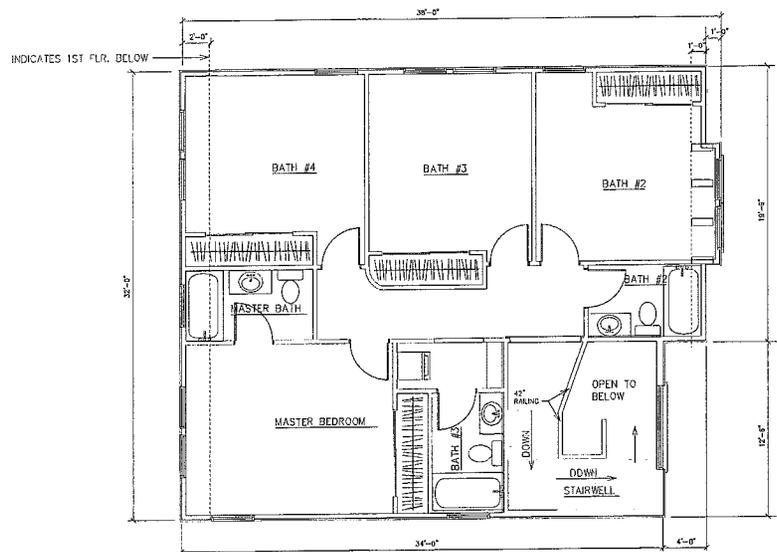
TOM CONERLY ARCHITECT
450 TOWHEE DR.
SANTA CRUZ, CA. 95060
831-458-9510

PLAN B, UNIT #3
ELEVATIONS

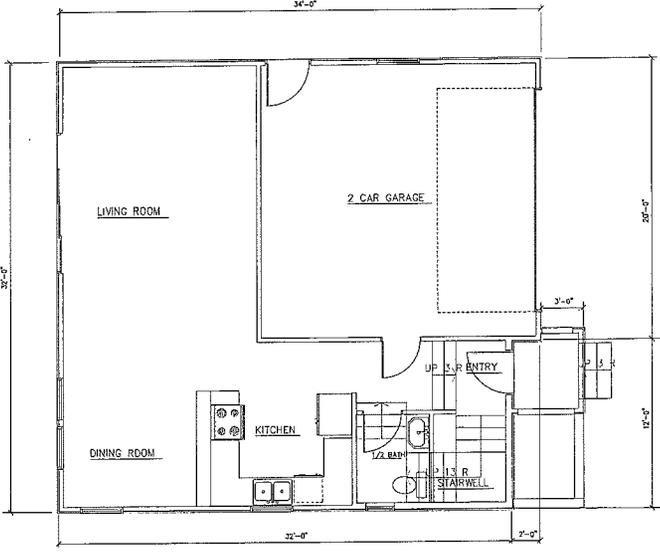
DATE 11/26/2014

SHEET NO.
A-5

JOB #

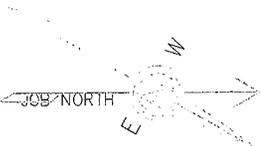


2ND FLOOR PLAN
SCALE 1/4" = 1'-0"



LOWER FLOOR PLAN
SCALE 1/4" = 1'-0"

PLAN C, UNIT #4 - FLOOR PLANS
SCALE 1/4" = 1'-0"



MICHAEL FISHER
820 CIVIC CENTER DR
SANTA CLARA, CA. 95050

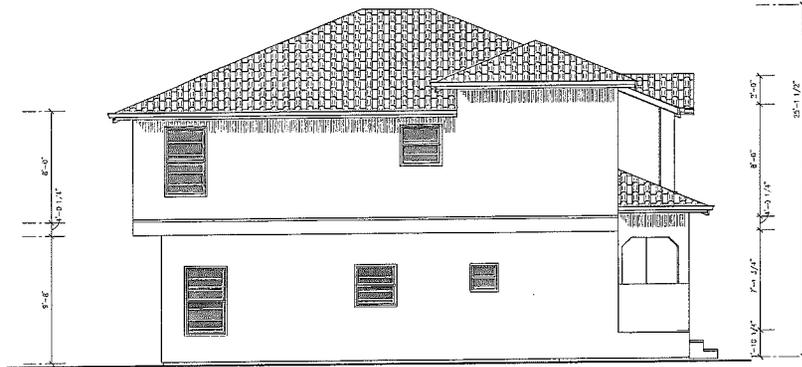
TOM CONERLY
ARCHITECT
450 TOWHEE DR.
SANTA CRUZ, CA. 95060
831-458-9510

PLAN C, UNIT #4
FLOOR PLANS

DATE 11/26/2014

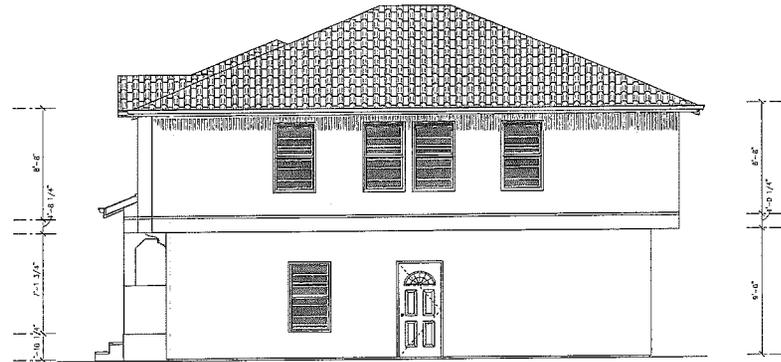
SHEET NO.
A-6

JOB #



LEFT EAST ELEVATION

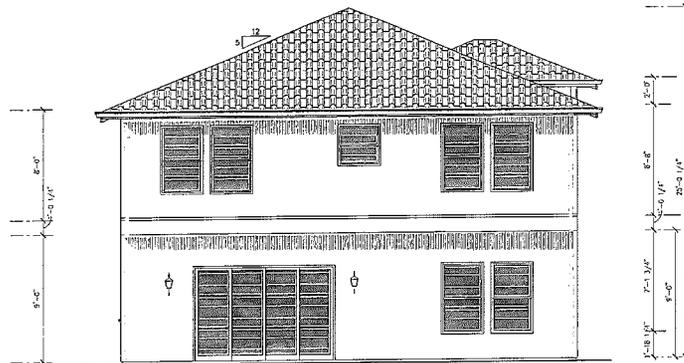
SCALE 1/4" = 1'-0"



RIGHT WEST ELEVATION

SCALE 1/4" = 1'-0"

TILE ROOF,
STUCCO SIDING, &
DBL. HUNG WINDOWS
TO MATCH (E)
TYPICAL



REAR SOUTH ELEVATION

SCALE 1/4" = 1'-0"



FRONT NORTH ELEVATION

SCALE 1/4" = 1'-0"

MICHAEL FISHER
820 CIVIC CENTER DR.
SANTA CLARA, CA. 95050

TOM CONERLY
ARCHITECT
450 TORREY DR.
SANTA CRUZ, CA. 95060
831-458-9510

PLAN C-UNIT #4
ELEVATIONS

DATE 11/26/2014

SHEET NO.
A-7

JOB #

Meeting Date: 6235

AGENDA REPORT

Agenda Item # 12A

City of Santa Clara, California



Date: June 23, 2015

To: The Honorable Mayor and Council Members for Information

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

Subject: Inclusionary Housing/*California Building Industry Association vs. City of San Jose*

DISCUSSION:

On June 15, 2015, the California Supreme Court rejected a challenge to San Jose's inclusionary housing ordinance which had been filed by the California Building Industry Association (CBIA). The Court disagreed with CBIA's position, which claimed that jurisdictions must first show a nexus between new market-rate residential development and the need for affordable housing before adopting any inclusionary housing requirement. The Court instead held that the required provision of affordable housing was a proper exercise of the city's police power and did not represent a taking of developers' property interests.

The case concerned the City of San Jose's adoption of an inclusionary housing ordinance in 2010. San Jose's ordinance is similar to those adopted by many California cities, and requires developers to set aside units in new residential development projects for low and moderate income households. Under San Jose's ordinance, which applies to all residential developments that create 20 or more new units, at least 15 percent of all units must be made available at an affordable cost to low and moderate income households. Although developers have the option of meeting their inclusionary housing obligations by paying an in-lieu fee, constructing affordable units offsite, or dedicating land of an equivalent value, the ordinance includes numerous incentives encouraging developers to include the affordable units as part of the development giving rise to the requirements. Prior to adopting the ordinance, the City did not prepare a nexus study to justify the 15 percent inclusionary requirement or show that it was roughly proportional to the affordable housing need purportedly created by new development.

Although the CBIA has not determined whether it will appeal the decision to the United States Supreme Court, it appears that the California Supreme Court's opinion sets a precedent for other California cities to adopt similar *for-sale* inclusionary zoning ordinances and to have some legal assurance that those ordinances will be upheld. Note that in 2009, a California appellate court held that cities are precluded from enforcing inclusionary housing ordinances applicable to *rental* units because such ordinances are preempted by the Costa-Hawkins Rental Housing Act. San Jose's ordinance states that the provisions applicable to rental units are suspended as long as this judicial holding is valid.

Richard E. Nosky, Jr.
City Attorney



Date: June 17, 2015

To: City Manager for Council Action

From: Management Analyst to the City Manager

Subject: Approval of an Agreement for Artist Services with Linda Serrao for "SB 50 Commemorative Sculpture" as a Locally Sponsored Event for Super Bowl 50

EXECUTIVE SUMMARY:

At the November 21, 2014 City Council meeting, the City Council approved a tentative list of local events to be held in the city leading up to Super Bowl 2016, and established a contingency fund to enable the city to move forward on projects while sponsorships are being pursued. In an effort to engage the local community, the City Council approved the development of an interactive art piece that would commemorate Super Bowl 50 and the game being played in Santa Clara. The city allocated \$100,000 for the project from the contingency fund.

On May 1, 2015, a request for proposals (RFP) was issued requesting designs for a sculpture to celebrate the 50th anniversary of the Super Bowl to be played at the new Levi's Stadium (see Attachment 2). The artwork will be displayed in front of the city's garage at Tasman Blvd. and accessible to fans and community/tourists for photographs, posting on social networks, etc. Six artists submitted proposals. The selection process included the following:

- May 27, 2015: The proposals were reviewed by an evaluation panel made up of representatives from the city's Cultural Commission, the Triton Museum of Art, Santa Clara University de Saisset Museum, and the City Librarian. The evaluation panel reviewed the six submittals and selected three artists to be interviewed by the Cultural Commission.
- June 1, 2015: Three finalists were interviewed face-to-face by the seven-member Cultural Commission at their regularly scheduled meeting. The Cultural Commission asked each artist questions pertaining to their background, vision for the piece and ability to complete their proposal. The Cultural Commission evaluated each of the artists and ranked proposals.

The Commission unanimously agreed to recommend Bay Area artist Linda Serrao for the SB 50 commemorative sculpture. The Commission selected Ms. Serrao's artwork because the piece integrated the concept of Santa Clara as "the Center of What's Possible." In addition, the Commission also recommended Ms. Serrao based on her years of experience working with individuals and communities on art projects, and her specialty with working with bronze sculptures (see Attachment 3, Ms. Serrao's response to the RFP).

City Manager for Council Action

Subject: Approval of an Agreement for Artist Services with Linda Serrao for "SB 50 Commemorative Sculpture" as a Locally Sponsored Event for Super Bowl 50

June 17, 2015

Page 2

June 16, 2015: The SB Public Art Committee (comprised of city staff and Triton Museum of Art staff) met with Ms. Serrao to confirm that the site proposed (in front of the city's garage at Tasman Blvd.) can accommodate the art pieces.

June 17, 2015: Staff made a presentation was made to the City Council's Marketing Committee on the artist recommendation.

Ms. Serrao is pleased to receive this honor to commemorate such an important time in the history of Santa Clara. She is present at tonight's Council meeting to present her vision for the art piece and to answer any questions. To complete the installation of the pieces in time she will need to start work by early July 2015.

Tentatively, the city is looking to dedicate the piece on January 6, 2016 at the city's garage on Tasman Blvd. It is anticipated that the sponsor for the public artwork will be hosting a community reception at the dedication.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Holding city-sponsored events in Santa Clara will provide a unique opportunity for our residents and visitors to the city to celebrate the golden anniversary of the NFL's biggest game that will be played in our city. The artwork will create a sense of excitement and pride in Santa Clara that will live on well after the big game.

Currently, fundraising is ongoing and the city's SB Public Art Committee is working with the city's sponsorship coordinator to pursue a sponsorship for the installation.

ECONOMIC/FISCAL IMPACT:

Staff received approval to establish a Special Events Fund and to set aside an appropriation of \$2 million for the duration of time leading up to the Super Bowl 50 events. The public art commemorative will be requesting an allocation of \$109,500.00 (\$100,000.00 for the piece with an additional \$9,500.00 for state and federal taxes) from the set aside funds (210-1042-87870-(G)00210) with the anticipation that sponsorship will be received to reimburse the city for the costs of the art piece.

Staff received approval to establish a Special Events Fund and to set aside an appropriation of \$2 million for the duration of time leading up to the Super Bowl 50 events. Staff is requesting \$100,000.00 from the contingency funds (210-1042-87870-(G)00210). Staff is pursuing a sponsor to support the cost of the art installation.

City Manager for Council Action

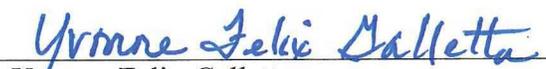
Subject: Approval of an Agreement for Artist Services with Linda Serrao for "SB 50 Commemorative Sculpture" as a Locally Sponsored Event for Super Bowl 50

June 17, 2015

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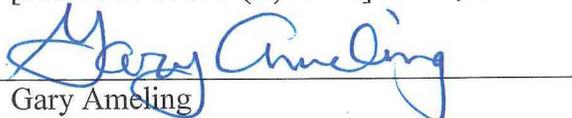
RECOMMENDATION:

That the Council approve and authorize the City Manager to execute an Agreement for Artist Services with Linda Serrao in a not-to-exceed amount of \$100,000.00 for "SB 50 Commemorative Sculpture" for the City of Santa Clara.



Yvonne Felix Galletta
Management Analyst to the City Manager

Certified as to Availability of Funds: ^{NK}
[210-1042-87870-(G)00210] \$ 100,000.00



Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:



Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

- 1) *Agreement*
- 2) *Request for Proposal for Public Art Prospectus*
- 3) *Response from Linda Serrao to Request for Proposal*

**AGREEMENT FOR ARTIST SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
LINDA SERRAO**

PREAMBLE

This agreement for the performance of services (“Agreement”) by and between Linda Serrao, an individual, with its principal place of business located at 93 Beechwood, Oakland, California 94618 (“Artist”), 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 Artist may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City requires, and Artist has the ability to provide, certain specialized services as set forth in this Agreement;
- B. Artist has the desire to provide services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified the terms and conditions under which such services will be provided and paid for in this Agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. DEFINITIONS.

- A. Artist. Linda Serrao, is selected to perform services pursuant to this Agreement.
- B. City. The City of Santa Clara, a body corporate and politic and a political subdivision of the State of California.
- C. Council. The City Council of the City of Santa Clara, California, is the governing body of the Santa Clara City government, as created by the Santa Clara City Charter.
- D. Notice to Proceed. A written Notice to Proceed with the Project signed by the City Manager after formal authorization from the City Council.

2. QUALIFICATIONS OF THE ARTIST.

Artist warrants that it has the necessary expertise to perform the services required under this Agreement.

3. SCOPE OF SERVICES.

- A. City hereby employs Artist to perform the work (“Services”) specified and set forth in Exhibit A (herein “SCOPE OF SERVICES”) attached hereto and incorporated herein by reference. All referenced exhibits are attached to this Agreement and incorporated herein by this reference. Artist acknowledges that the execution of this Agreement by City is predicated upon representations made by Artist in that certain document entitled “ARTIST’S PROPOSAL; Artwork for SB 50 Commemorative Sculpture; Artwork Title: ‘Anything’s Possible’” dated May 22, 2015 (“Proposal”) set forth in Exhibit F which constitutes the basis for this Agreement. Artist further acknowledges that its failure to perform this Agreement in accordance with the representations set forth in the Proposal constitutes a material breach of this Agreement and would justify legal recourse by City, including but not limited to termination, damages and/or rescission of this Agreement.
- B. The Scope of Services divides the Artist’s services into two phases: Phase I, related to design; and Phase II related to execution (including, if specifically provided for, production, fabrication, transportation, inspection and installation). Each Phase will have a defined scope of work describing the services to be provided by the Artist, a budget and timetable for performance of the services which shall be followed by the Artist, unless otherwise agreed to in writing by the City Manager.
- C. Artist shall begin Services under Phase I - Scope of Services after receiving a “Notice to Proceed - Phase I” signed by the City Manager and the specified down payment has been made to the Artist. Artist shall not begin Work under Phase II - Scope of Services until a written “Notice to Proceed - Phase II” signed by the City Manager has been issued by the City and the specified down payment has been made to the Artist.

4. SCHEDULE OF PERFORMANCE/TERM OF AGREEMENT.

- A. Time is of the essence in performance of the Services described in this Agreement. Unless extended by mutual written agreement of the Parties, Artist’s obligation to perform the Services to be provided under the terms of this Agreement shall commence on the Effective Date and be completed on or before the termination date of January 9, 2016 (“Termination Date”).
- B. The provisions of this Agreement and compensation for Services provided for in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project.

- C. Prior to beginning performance of the Services under this Agreement, Artist must receive a written Notice to Proceed, signed by the City Manager.
- D. Artist shall complete the services required in Exhibit A no later than January 1, 2016, provided that City has given all approvals and made all progress payments in a prompt manner.

5. PAYMENT OF COMPENSATION.

- A. For services rendered under this Agreement, City shall pay Artist a sum not to exceed (\$100,000.00). City shall pay Artist for Services provided pursuant to the schedule attached as Exhibit B entitled "SCHEDULE OF FEES AND CHARGES." Unless specifically provided otherwise, the fees and charges listed in Exhibit B are intended to be all-inclusive and reflect all fees charged and expenses incurred by Artist, including, but not limited to, insurance expenses, travel expenses, costs of materials, costs of preparation of documents, applicable taxes, duplicating expense, telephone expense, computer time, attendance at meetings, overhead, etc.
- B. Artist shall be paid for Services satisfactorily rendered pursuant to this Agreement in accordance with the terms herein, Exhibits A and B, and subsequent amendments if any. The payment shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes and for all other necessary incidentals including transportation of the Work to the designated site.
- C. In the event Artist incurs costs in excess of the total price, Artist shall pay such excess costs from its own funds and City shall not be required to pay any part of the excess and the Artist shall have no claim against City on account thereof.
- D. Artist shall submit invoices to City according to the schedule provided for in Exhibit B (with the invoices to be in the form requested by City).
- E. In the event that City determines the Work for which it has been invoiced does not meet the contract specifications and that it intends to withhold payment, City shall provide detailed written notice to Artist within three (3) work days of receipt of the invoice, specifying the failure of the performance for which City intends to withhold payment. Artist shall thereafter meet contract standards to the satisfaction of City or advise City it disputes City's determination that the specifications have not been met.
- F. No payment to Artist for any work performed or services rendered shall constitute a waiver or release by City of any claims, rights or remedies it may have against Artist under this Agreement or by law, nor shall payment constitute a waiver, remission or discharge by City of any failure or fault of Artist to satisfactorily perform the work as required under this Agreement.

- G. The Services required of Artist under this Agreement shall be completed in accordance with the schedule for completion of the Work as proposed by Artist and approved by City, provided that the time limits may be extended or otherwise modified by written agreement between Artist and City.
- H. Artist shall pay any transportation and storage costs resulting from the completion of the Work prior to the time provided for in the schedule for installation of the Work.
- I. City shall grant a reasonable extension of time to Artist in the event that there is a delay on the part of City in performing its obligations under this Agreement, which materially delays the Artist, or a delay in the underlying capital project, or if Acts of God render timely performance of the Artist's services impossible.
- J. If, at the time the Artist is scheduled to complete the fabrication of the work in accordance with the approved schedule and notifies City that the work is ready for installation, the Artist is delayed from installing the Work as a result of a delay in City's construction, City shall reimburse the Artist for reasonable transportation and storage costs for the period between the time provided for commencement of the installation and the actual time of installation of the Work.

6. CHANGES IN SCOPE AND ADDITIONAL WORK.

- A. No change in scope or additional work or significant changes shall be performed by Artist prior to receipt of a written change request signed by the City Manager.
- B. Artist shall, when required during the term of this Agreement, present to City in writing, drawing or other appropriate media for further review and approval for any significant changes in the scope, design, color, size, material, utility and support requirements, texture or location of the site or of the Art Work ("Work"). A significant change is any change which affects the installation, scheduling, site preparation or maintenance of the Work as represented in the original approved design.
- C. Artist shall be obligated to perform the services called for in Exhibit A.
- D. City may, at any time, request in writing that Artist revise portions of the services that it has previously completed; delete portions of the Scope of Services which has yet to be performed; perform additional work beyond the Scope of Services provided in Exhibit A; or, make other changes within the general Scope of Services to be performed under this Agreement. In the event of a written request, the Artist may, but shall not be obligated to agree to the request.
 - i. In the event the request for change is agreed to by Artist, this Agreement shall be amended in writing, specifying the agreed changes, including, but not limited to, a description of services, additional budget if required and timetable.

- ii. In the event that the Artist does not agree to the request, City shall be entitled to terminate the Agreement for cause and Artist is entitled to payment for services rendered to date. City shall be responsible for all costs incurred or contracted for by the Artist.
 - iii. It is recognized that major changes to the design of the sculpture (such as changes in body position) cannot be made after the armature is completed. A major change would require beginning a new armature which would drastically delay completion.
- E. No services for which additional compensation will be charged shall be provided by Artist without the prior written authorization by City.

7. RESPONSIBILITIES OF CITY.

- A. City shall cooperate with Artist in Artist's performance of this Agreement.
- B. City shall, at its expense, prepare and install at an appropriate location, a plaque or sign, identifying the Artist, the title of the Work, and the year of completion and shall reasonably maintain the sign.
- C. City recognizes that maintenance of the Work, on a regular basis is essential to the integrity of the Work. City shall reasonably assure that the Work is properly maintained, taking into account the recommendations of Artist as stated in the maintenance program provided by Artist.
- D. City agrees that it shall not intentionally damage, alter, change or substantially relocate the Work of Artist without obtaining the prior written approval of Artist. Such approval by Artist shall not be unreasonably withheld.
- E. Notwithstanding Artist's refusal to provide (or City's failure for any reason to otherwise obtain) Artist's written approval provided for above, City, in its sole discretion, shall have the right to remove any work of art providing the following terms and conditions are met:
 - i. Prior to any hearing, Artist shall have received thirty (30) days written notice, unless the Work is being moved due to an emergency;
 - ii. The City Council of the City of Santa Clara shall hold a hearing to determine if the Work is to be removed;
 - iii. In the event that the City Council decides to remove the Work, Artist shall have first right of refusal to purchase its work at its then current appraised value, providing it stands alone and is not integrated into a larger artwork, building or structure and can be removed without expense to the City; and shall have the right to have its name removed from the Work, as well as the plaque installed at the Work.

- F. City shall have the right to determine, after consultation with appropriate professionals, when and if repairs or restoration to the Work may be done. City shall inform the Artist, during its lifetime of major repairs or restorations. Except in cases of emergency, Artist shall have sixty (60) days in which to comment upon the restoration or repair. Failure to comment shall be deemed approval of the repair or restoration. City shall reasonably consider any comments provided by Artist. In the event that City makes repairs or restorations not approved by Artist, the Artist shall have the right at its sole option to have the Artist's name removed from the plaque installed at the Work.
- G. All repairs or restorations, whether performed by Artist, or City, or by third parties, shall be made in a professional and diligent manner.
- H. City shall not alter the Work without the Artist's prior permission. Artist shall not unreasonably withhold permission to alter the Work.

8. COPYRIGHTS.

- A. Artist shall retain all copyright and all other rights in and to any artwork(s) created under this Agreement, provided that Artist grants to City an irrevocable license to graphically depict the Work for any non-commercial purpose whatsoever. For the purposes of this limitation, graphic depiction of the artwork(s) on materials designed to promote City shall be deemed to be a non-commercial use. Whenever City utilizes the Work for a non-commercial purpose, the Artist shall be given credit in the following manner: Linda Serrao, work completed on January 1, 2016. The selling of any materials that include graphic depictions of the work is deemed a commercial purpose and is not allowed without written permission of the Artist.
- B. If, for any reason, the proposed design is not implemented, all rights to the proposed artwork shall be retained by Artist.
- C. Artist agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Artist further agrees that the Work will not utilize any protected patent, trademark or copyright in performance of the work under this Agreement unless Artist obtained proper permission and all releases and other necessary documents. If Artist specifies any material, equipment, process or procedure which is protected, the Artist shall disclose such patents, trademarks and copyrights in the construction drawings and technical specifications.
- D. Artist agrees to release, indemnify and hold harmless the City, its officers and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

- E. In view of the intention that the Work when completed is unique, neither Party shall make any exact duplicate and/or three dimensional reproduction of the final Work, or grant permission for others to do so without prior written permission of the other Party.

9. CONSULTATION.

Artist will obtain a building permit and request review from the City's Building Division to ensure that the Work conforms to safety, material and code standards. Should the City's Building Division determine that Artist's work does not conform to the safety, material or code standards, Artist shall be required to make the necessary changes at Artist's own expense.

10. ACKNOWLEDGMENT.

Artist shall acknowledge City's role in funding the artwork in all public presentations and written, printed or electronic publishing of information concerning the Work.

11. ARTIST IS AN INDEPENDENT CONTRACTOR.

- A. Artist is not an agent or employee of City, but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed or utilized by Artist in connection with this Agreement are considered employees of Artist and shall not be considered employees of City in any respect. Artist is responsible for obtaining statutory workers' compensation coverage, if any is required, for its employees, if any.
- B. In the event Artist, during the course of work under this Agreement, requires the service of a subcontractors or other professionals, whose services equal or exceed fifty percent (50 %) of the total contract amount, in connection with services or activities under this Agreement, Artist must secure the prior written approval of City. Fabrication of the bronze will take place at Artworks Foundry, 729 Heinz Ave, #10, Berkeley, California

12. RISK OF LOSS.

The risk of loss or damage to the Work shall be borne by Artist until final acceptance by City. Artist shall take measures necessary to protect the Work from loss or damage until final acceptance, except that the risk of loss or damage shall be borne by the City prior to final acceptance only when the partially or wholly completed Work is in the custody or control of City.

13. TAXES.

Artist is responsible for paying all city, state and federal taxes and all other taxes which are applicable to the acquisition of the Work.

14. CITY AUTHORIZED TO REVIEW WORK IN PROGRESS.

Upon reasonable prior notice to Artist, City and its officers, employees and agents shall have the right to make reasonable inspections and reviews of Artist's progress with respect to the Work.

15. ASSIGNMENT OF AGREEMENT.

Artist agrees that an essential element of this Agreement is the skill and creativity of Artist. Artist shall not assign the creative or artistic portions of the Work to another party for the production of the Work without the written consent of City. Failure to conform to this provision may be cause for termination of this Agreement at the sole option of City.

16. RESPONSIBILITIES OF ARTIST.

- A. Artist shall be responsible for providing services described in Exhibit A including, but not limited to, the quality and timely completion of the services. Artist shall be responsible for designing the Work so it can be constructed without exceeding the approved budget for the project. Artist shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its work.
- B. The services of Artist will be integrated into, combined with or otherwise coordinated with the services of third parties not within the control of Artist. Artist shall not be responsible for these third party services. If any part of Artist's Work depends, for proper execution or results, upon the work of City, or a third party responsible to City, then Artist shall, prior to proceeding with its work, promptly report to City any discrepancies or other defects in the Work which renders it unsuitable for proper execution and results by Artist. Failure of Artist to report a discrepancy or defect shall constitute an acceptance of City's or third party's work as finished and proper to receive Artist's Work. Nothing in this section shall limit the responsibility of Artist to take all reasonable steps to coordinate its work with the work of City or of a third party to the project.
- C. If Artist is involved in the execution, fabrication, transportation, inspection and/or installation of the Work, the following provisions shall apply:
 - i. Artist shall, if and when working on City property, supervise the clean-up as may be reasonably requested by City. At the completion of Artist's Work, Artist shall remove its equipment, excess materials, etc., promptly as requested by City.
 - ii. Artist shall perform its services in a manner and time so as not to cause interference with any of the operations, construction or maintenance of City or third party contractor.
 - iii. Artist shall complete the fabrication and installation of the Work in substantial conformity with the attached Exhibit A, SCOPE OF SERVICES.

- D. Artist shall supply City with (a) its current professional resume; (b) four [4] 35 mm color slides of the completed Work; (c) two [2] black and white 8" x 10" glossy photographic prints of the Work; (d) detailed information concerning the materials used in the creation of the Work; and, (e) a detailed maintenance program and schedule for the Work.

17. ARTIST WARRANTIES/STANDARDS.

- A. Artist warrants that (a) the design or Work being commissioned is the original product of its own creative efforts; (b) the Work is original; and (c) Artist shall not sell or reproduce the Work or allow others to do so without the prior written consent of City.
- B. Artist shall guarantee its Work to be free from faults of material and workmanship for a period of three (3) years after installation and final acceptance by City. Artist shall correct any defects at its own expense. Upon written notification, the Artist shall have sixty (60) days in which to remedy the defect. Artist shall deliver the Work to the City free and clear of any liens from any source whatsoever.
- C. Artist shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature of the Work described in this Agreement.

18. WAIVER OF DAMAGES UNDER ART PRESERVATION ACT.

Artist expressly waives the right to sue City for damages under California Civil Code Section 987 and/or the Federal Visual Artists' Rights Act of 1990, as may be amended for any alleged alteration, destruction or mutilation which arises out of maintenance, repair, restoration, correction of a dangerous condition or relocation of the Work. The Artist may sue for Specific Performance under the Act.

19. QUARTERLY PROGRESS REPORTS.

Artist shall provide quarterly progress reports to City in a form acceptable to City. City and Artist contemplate these reports to be less than one page.

20. RECORDS.

- A. All data, documents, discussions or other information developed or received by or for City in performance of this Agreement are confidential and are not to be disclosed to any person except as authorized in writing by City or as required by law.
- B. Artist shall keep records and accounts and require any subcontractors to keep records and accounts as may be necessary in order to complete entries of hours charged to this engagement and any expenses for which Artist expects to be reimbursed. These books and records shall be available at all times, during normal

business hours, for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work performed under this Agreement. Incomplete or incorrect entries in the records will be grounds for disallowance by City of any fees or expenses based upon those entries.

21. COMPLIANCE WITH LAWS.

Artist shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

22. NONDISCRIMINATION.

Artist shall not discriminate in any way against any person on the basis of race, color, national origin, sex, marital status, sexual orientation, age, creed, religion or condition of physical disability in connection with or related to the performance of this Agreement. Determination by City of such discrimination by Artist may be basis for termination of this Agreement.

23. ARTIST TO HOLD CITY HARMLESS.

To the extent permitted by law, Artist agrees to indemnify, protect, defend and hold harmless City, its City Council, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from Artist's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the performance of the services by Artist its agents, subcontractors and/or assigns under to this Agreement.

24. INSURANCE.

During the term of this Agreement, Artist shall provide and maintain in full force and effect at least the following insurance policies:

- A. Commercial general liability insurance;
- B. Comprehensive automobile injury insurance (bodily injury and property damage) with respect to employees and vehicles assigned to the performance of work pursuant to this Agreement; and,
- C. Workers' compensation, employer's liability, if required by law.

Artist shall, during the term of this Agreement, and at no expense to City, maintain the insurance policies, with limits of coverage, endorsements and with the required certificates as set forth in the attached Exhibit C entitled "INSURANCE REQUIREMENTS." The scope and form of each respective insurance coverage shall be subject to approval of the City Attorney's Office so that the protection afforded to City by Artist with respect to this Agreement will be accomplished. City must approve all

insurance coverages and carriers prior to Artist's commencement of work under this Agreement.

25. AMENDMENTS.

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both Parties.

26. THE CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

27. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

28. SEVERABILITY CLAUSE.

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

29. NO PLEDGING OF CITY'S CREDIT.

Under no circumstance shall Artist have the authority or power to pledge the credit of City or incur any obligation in the name of City without the advance written consent of City. Artist shall save and hold harmless the City, its City Council, its officers, employees and boards and commissions for expenses arising out of any pledges of City's credit by Artist under this Agreement.

30. TERMINATION OF AGREEMENT.

- A. This Agreement may be terminated prior to the Termination Date by either Party upon thirty (30) days written notice delivered personally or by registered mail (or equivalent mail or delivery service which provides for an office signature of receipt).
- B. In the event the Agreement is terminated by City without cause, City shall pay Artist for all work performed and services up to the effective date of termination. City shall not have rights to Artist's creative work, designs or unfinished artwork.
- C. In the event the Agreement is terminated by Artist without cause, Artist shall promptly reimburse City for all payments made under this Agreement prior to termination by the Artist.

- D. In the event that City determines Artist has substantially failed to fulfill its obligation as provided under this Agreement, City shall provide Artist with written notice detailing the specific obligations which City claims Artist has failed to fulfill and notify Artist that it is deemed to be in breach of this Agreement. If the breach is not cured and if City and Artist cannot agree on a schedule for curing the breach, the Agreement will be deemed terminated on a date specified by City which will be no sooner than ten (10) days from the date of issuance of the notice. In the event the Agreement is terminated by City, Artist shall promptly reimburse City for all payments made under this Agreement prior to termination by City.
- E. If it becomes impossible for Artist to render services or perform work under this Agreement, because of death or other occurrence, the Agreement shall be deemed terminated. Artist shall be paid for services rendered up to the time of termination.

City shall have the right, at its own expense, to cause the audit of Artist's project books and records for the purpose of verifying Artist's compensation claims.

31. NOTICES.

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

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95051
Or, by facsimile at (408) 241-6771

And, to Artist addressed as follows:

Name: Linda Serrao
Address: 93 Beechwood
Oakland, CA 94618
or by facsimile at () -

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday that 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.

32. WAIVER.

Artist agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement or a continuing waiver of a particular condition(s).

33. FINANCIAL DISCLOSURE REQUIREMENTS/CONFLICT OF INTEREST.

Pursuant to City Manager Directive 66, it has been determined the services to be rendered under the provisions of this Agreement are excluded from the requirement of filing a Financial Disclosure Statement by California Code of Regulations Section 18700(2)(A) and (B). Artist certifies that, to the best of its knowledge, no City employee or officer of any public agency interest in this Agreement has any pecuniary interest in the business of Artist and that no person associated with Artist has any interest that would conflict in any manner or degree with the performance of this Agreement. Artist represents that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the faithful performance of this Agreement. Artist is familiar with the provisions of California Government Code Section 87100 and following, and it certifies that it does not know of any facts which constitute a violation of said provisions. Artist will advise City if a conflict arises.

34. INTEGRATED AGREEMENT.

This Agreement embodies the agreement between City and Artist and all of its terms and conditions. No verbal agreements or conversation 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.

35. DISPUTE RESOLUTION.

- A. Any controversies between Artist 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 that the Santa Clara County Superior Court appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. Mediation under this section is a condition precedent to filing an action in any court. In the event mediation or litigation arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorneys fees, expert witness costs and cost of suit, regardless of the outcome the litigation.

36. COMPLIANCE WITH ETHICAL STANDARDS.

As a condition precedent to entering into this Agreement, Artist shall:

- A. Read Exhibit D entitled "ETHICAL STANDARDS" which is attached and incorporated by this reference; and,
- B. Execute Exhibit E entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS" which is attached and incorporated by this reference.

37. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Artist 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, Artist 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 Artist's responsibilities under the Act.

[CONTINUED ON PAGE 15]

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:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

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

ATTEST:

ROD DIRIDON, JR.
City Clerk

“CITY”

**LINDA SERRAO
AN INDIVIDUAL**

Dated: _____

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

Name: Linda Serrao

Title: Artist

Local Address: 93 Beechwood
Oakland, CA 94618

Email Address: lindaserrao@aol.com

Telephone: (510) 219-2195

“ARTIST”

**AGREEMENT FOR ARTIST SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
LINDA SERRAO**

EXHIBIT A

SCOPE OF SERVICES

THE FOLLOWING SCOPE OF GOODS/SERVICES ARE TO BE PROVIDED TO CITY BY ARTIST UNDER THIS AGREEMENT:

- A. Phase I: Design
1. Artist shall meet with City representatives as needed to understand the nature and scope of the artwork needed.
 2. Artist shall perform background research and will develop plans as needed to create an original work of art that responds to the physical, social, artistic, and/or historical context of the project and its physical site.
 3. Artist shall develop a design proposal that fully describes the artwork as to appearance, nature, dimensions, materials, color, lighting, siting and installation. The proposal shall include a proposed budget that details all major expenditure categories including, but not limited to: materials, labor and fabrication; subcontractors; installation; storage; freight and transportation; plans and permits; insurance and bonding; travel, meals, lodging and incidentals; studio and office overhead. The budget and design proposal shall be presented to the City for preliminary approval.
 4. Following preliminary design approval, Artist shall submit the following:
 - a. Complete drawings for the fabrication and installation of the Work, showing all materials, dimensions, quantities and locations;
 - b. Complete specifications for the Work;
 - c. Complete construction documents showing the integration of the Work in the City's design;
 - d. Document that the City staff and other consultants as required have seen the construction documents;
 - e. Complete budget; and,
 - f. Material samples.

5. No later than concurrently with the execution of this contract, Artist shall present a final design proposal and budget for approval by City.
6. The City Council, in its sole discretion, may accept or reject the design, budget and model. Should the City Council reject the proposal, Artist will be paid for services rendered at the time of notification from the City, and no further work or compensation will be made to Artist.
7. Artist shall not commence any work required under Phase II including fabrication of any portion of the proposed Work, until the City Manager has issued a written Notice to Proceed following authorization by the City Council.

B. Phase II: Fabrication and Installation

1. Artist shall begin fabrication of the Work in substantial conformity with the final design approved by City within seven (7) days after Council approval of the contract, receipt of the initial down payment, and agreement with the Cultural Commission and the City about the final design details.
2. Artist shall perform all work under this Agreement with Artist's usual standard of care and quality and shall perform work with a professional standard of craftsmanship.
3. Any suggested change(s) in the character, scope, content, color, form, materials of the Work, siting of the work and proposed timetable for fabrication and/or installation of the Work shall be submitted promptly to the City for prior written approval.
4. Artist will begin work on the sculpture within one week of receiving the signed contract and down payment.
 The football player will be sculpted first, since it is important to get the more complicated figure to the foundry as soon as possible in order to meet the deadline of 01-01-2016 installation. The foundry is closed for the Thanksgiving Holiday and for two weeks at Christmas, so this must be taken into account in determining the timeline.
 Presuming work can begin July1, the following are expected completion dates:
 07-01-2015 Sculpting of the first figure (Football Star) is begun
 08-15-2015 Clay Sculpture of the first figure (Star) is completed and delivered to foundry.
 09-01-2015 Mold of the Star is completed at the foundry
 11-30-2015 Bronze sculpture of the Football Star is completed.
 09-01-2015 Sculpting of the second figure (Fan) is begun
 10-01-2015 Sculpture of the Fan is completed and delivered to the foundry.
 10-15-2015 Mold of the Fan is completed at the foundry.
 12-15-2015 Bronze sculpture of the Fan is completed.

01-01-2016 Installation of the two figures is completed. Installation is expected to take one day.

City may inspect the work at any time.

5. Artist shall notify City in writing of the completion of the fabrication of the Work and the intention to install the Work. Artist shall not commence installation of the Work until City has approved the completed artwork and provided a Notice to Proceed with Installation.
6. Artist shall install the Work with due care and respect to public safety and to preservation of daily City activities and pedestrian and vehicular rights-of-way.
7. Artist shall promptly remove all construction materials and debris from the site following installation and shall leave the site in substantially the same condition as existed when installation began.
8. Artist shall notify City when the installation is complete, no later than January 1, 2016. This date may be extended upon mutual agreement of the parties based upon a potential delay in the construction schedule. City shall notify Artist immediately of any deficiencies in order to give Artist enough time to correct such deficiencies before the Super Bowl perimeter begins.
9. Artist shall promptly cure any deficiencies in the Work or the installation, as directed by City.
10. City shall notify Artist of its final acceptance of the Work. Final acceptance shall be effective as of the date of City's written Notice of Final Acceptance which shall occur no more than thirty (30) days after completion of the satisfactory installation.

**AGREEMENT FOR ARTIST SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
LINDA SERRAO**

EXHIBIT B

SCHEDULE OF FEES

Artist shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable). City agrees to pay Artist a fixed fee of One Hundred Thousand Dollars (\$100,000.00) which shall constitute full compensation for all services to be performed and materials furnished by the Artist under this Agreement. The fee shall be paid in the following installments, each installment to represent full and final payment for all services and materials provided to the due date for that installment:

The total price for the above sculpture is \$100,000.00.

Progress payments are due as follows:

20% nonrefundable down payment upon signing the contract,

15% after completion of the first clay model,

15% after completion of mold for first figure,

15% after completion of the second clay model,

15% after completion of mold for second figure, and

20% after installation is complete.

Work on each successive step will be begun after receiving City approval and the appropriate progress payment has been received. In order to meet the deadline, approvals and progress payments must be made very expeditiously. It is expected that work will take five to six months to completion of the final bronzes. Above price includes delivery and installation at the designated site.

**AGREEMENT FOR ARTIST SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
LINDA SERRAO**

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Artist's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Artist shall provide 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 Artist; 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 Artist 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 Artist 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 Artist 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 Artist'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 Artist 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 Artist'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

Artist and City agree as follows:

- 1. Artist 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 Artist, provide the same minimum insurance coverage required of Artist, except as with respect to limits. Artist 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. Artist 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. Artist 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 Artist 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 Artist 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, Artist, 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. Artist 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

Artist 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, Artist 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, City Manager's Office
c/o EBIX Inc.
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 Artist 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 ARTIST SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
LINDA SERRAO**

EXHIBIT D

**ETHICAL STANDARDS FOR ARTISTS SEEKING TO ENTER INTO
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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

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

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide 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 ARTIST SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
LINDA SERRAO**

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.

LINDA SERRAO

An Individual

By: _____
Signature of Authorized Person or Representative

Name: LINDA SERRAO

Title: ARTIST

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 ARTIST SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
LINDA SERRAO**

EXHIBIT F

ARTIST'S PROPOSAL

Sculptures commemorating the 50th Super Bowl will be constructed of bronze and both statues will be life size. One of the bronze sculptures will be that of an (unidentified) star passing a football to a fan at the other end of the installation site. The sculptures will integrate the concept of Santa Clara as “the center of what’s possible.” The artistic focus is on creating lifelike bronze sculptures which evoke an emotional response in the view.

The figures will engage the viewer and represent both the reality of the stars’ presence and the dream that fans have of playing with the stars.

A pair of separated but interacting figures would integrate well into the landscape design. The figures would be just larger than life size so that they would stand out from the crowds, but still be at a humanistic level.

The lifelike figures will be completed in cast bronze in the ancient lost wax casting technique, and a quality that will last for generations indoors or outside in the elements. The artist will strive to make their work not just beautiful, but also a legacy, providing both an artistic and historical record of the community’s values.

Please see attached graphic representation of the proposed sculptures.





**CITY MANAGER'S OFFICE
REQUEST FOR PROPOSAL
FOR PUBLIC ART PROSPECTUS**

PROPOSAL SUBMITTAL DEADLINE:

DATE: FRIDAY, MAY 22, 2015

TIME: 5 P.M.

**LOCATION: CITY MANAGER'S OFFICE
1500 WARBURTON AVENUE
SANTA CLARA, CA 95050**

**PROJECT MANAGER: YVONNE FELIX GALLETTA
MANAGEMENT ANALYST TO THE CITY MANAGER**

**CITY MANAGER'S OFFICE
1500 WARBURTON AVENUE
SANTA CLARA, CA 95050
(408) 615-2213**

Call for Artists

SB 50 Commemorative Sculpture for the City of Santa Clara

Call Summary

The City of Santa Clara is soliciting Requests for Proposals (RFP) for a sculpture celebrating and commemorating the 50th anniversary of the Big Game, to be played at the new Levi's Stadium. The City seeks the artist's qualifications to create a sculpture commemorating and celebrating the 50th Super Bowl in the City of Santa Clara. The commissioning organization is the City of Santa Clara. The application deadline is May 22, 2015 with an aggressive timeline. Installation and dedication is slated for early January 2016. The City of Santa Clara believes that Public Art is a form of collective community expression; therefore, any artwork submitted must exhibit quality of concept, execution and craftsmanship.

Budget

The project budget consists of approximately \$100,000. The budget will fund the artist's fee, design, fabrication, associated shipping costs, documentation, travel, selection process and installation of the final artwork.

Project description

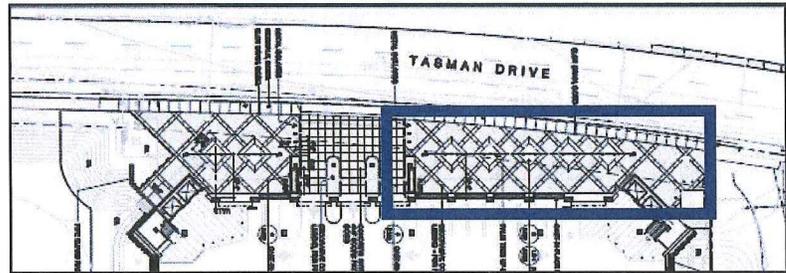
The artist's or design-team's scope of services is the commission of a new work. The prospectus is centered around one artwork project; an exterior piece incorporated into the surrounding landscape design. This work commemorates the 50th Super Bowl to be held at Levi's Stadium in Santa Clara. Organizations involved in the project and its design are City of Santa Clara staff, the Santa Clara Cultural Commission, and the Super Celebration Committee.

Artwork goals

This artwork should create a sense of excitement and pride in Santa Clara. Successful commissions will integrate Santa Clara's Brand: "The center of what's possible" in their work, combined with a sense of the civic pride in the Santa Clara community. This artwork can be interactive, in which the public could become part of the art. Football and the new Levi's Stadium must be considered in your design. Please note that NFL trademarks, including the NFL Shield, Lombardi Trophy and the NFL's Super Bowl 50 logo, and marks belonging to NFL member clubs may not be used. Use of these marks are reserved solely for the NFL and its sponsors.

Artwork Location Description

The City of Santa Clara has determined that the public walkway in front of the Tasman Parking Garage, 2525 Tasman Dr., Santa Clara, CA 95054, and directly across the street from Levi's Stadium would be the most suitable location. There is unrestricted access to the public and it is highly visible, especially when there are events at the stadium.



Artist Eligibility

Special consideration may be given to artists residing in the San Francisco Bay Area; however all artists are welcome to submit a proposal. Artist teams are eligible to apply. This commission is open to all artists regardless of race, color, creed, gender, gender variance, national origin, age, religion, marital status, political opinion or affiliation, or mental or physical handicap. Artists working in any durable, long-lasting medium are eligible to apply. Artists are not required, but it is highly desired, to have previous experience in public art.

Selection Process

The proposals will be reviewed by a Selection Panel made up of representatives from the City of Santa Clara Cultural Commission, the Triton Museum of Art, de Saisset Museum, sponsorship community, and a City staff member. Three (3) finalists will be selected from the submissions. The finalists will be asked to develop a conceptual approach for the artwork at the site and to make a presentation of their proposal, including concept, materials, size, weight, installation requirements, details of maintenance, and budget to the Cultural Commission, which will make its recommendation to the City Council. The project will be awarded by the City Council.

The following factors will be considered when reviewing submissions:

- Quality of work
- Appropriateness of subject/concept for the site
- Past exhibition/Public art record
- Previous commission experience
- Permanence and safety, meeting all relevant codes required for public places, and offering reasonable proof of soundness against theft, vandalism or excessive maintenance and repair.

The three (3) finalists will be compensated \$300.00 each for their participation in this stage of the selection process.

Application Requirements

To preserve the validity and integrity of the selection process, no applicant may discuss this process with any member of the selection committee, the Cultural Commission, or the City Council until the entire process is completed and the City Council has awarded the project. All questions must be directed to the Project Manager.

Submission of a proposal shall constitute acknowledgement and agreement by the proposer(s) with the provisions of this Request for Proposal.

Time Line

May 22, 2015	Receipt deadline for application materials
May 27, 2015	Artist selection panel reviews materials and chooses the three finalists
June 1, 2015	Finalists interviewed by the Cultural Commission
June 16, 2015	Project awarded by City Council
NLT January 1, 2016	Artwork delivered and installed
January 6, 2016	Artwork dedication at the Tasman Parking Structure

How to Apply

Artists interested in being considered must submit the following materials to be received by **Friday, May 22, 2015 at 5:00 p.m.** Late applications will not be considered. [*Note: This is a receipt and/or hand delivery deadline, not the postmarked deadline, please allow adequate time for mailing if using the USPS.*]

Mail/Hand Deliver Applications to:
"Santa Clara Super Community Art Request for Proposal"
Attention: Yvonne Galletta, Management Analyst to the City Manager
City Manager's Office
1500 Warburton Ave.
Santa Clara, CA 95050
Email: ygalletta@santaclaraca.gov

Application Content

1. Letter of Interest. Not to exceed two pages: Describe your overall theme, outlining the relevance to the site and the City of Santa Clara, and the style of art to be produced. Explain your proposed schedule, process, medium, and method by which you will create your work.

Include in your Letter of Intent the following items:

- a. Fabrication and Installation: Not to exceed one page: Describe the anticipated fabrication and installation needs for the permanent art. Include information that will facilitate the artistic integrity of your work:
 - i. Spatial dimensions
 - ii. Mechanics of Installation
 - iii. Electrical or Utility Requirements, if any
- b. Special Equipment or Needs

2. Current resume. If submitting as a team, a current resume must be submitted for each team member.

3. Visual Support Materials: Ten (10) digital images, in ".jpg" format, sized to 700 pixels on longest side, on CD. Up to 3 detail shots may be included per artwork. (Do not exceed 30 total images for submission.)

Optional: A DVD of artworks up to 5 minutes in length; specifically for any artwork involving moving parts, video, time-based work, etc.

4. Annotated Slide List. The slide list must include the artist's name and a brief description of each slide stating file name, artwork title, date created, medium, dimensions, price and if it is a commissioned project.

5. References. Please send a list of at least three professional references that have knowledge of your work and methods.

6. A self-addressed stamped envelope if applicants have material to be returned; all others become the property of the City of Santa Clara.

7. *Optional.* The artist may include up to three selections of support materials such as reviews and news articles.

8. Preliminary budget. Include a cost estimate for all facets, including but not limited to artist fees, insurance, travel expenses, material costs, and anticipated fabrication and installation costs.

NOTE: All documentation may be included as a ".doc" or ".pdf" file on Image CD, note filename on Image List.

9. A second call for artists may be conducted if no suitable entries are received.

Rights of the City of Santa Clara

The City of Santa Clara assumes no responsibility for loss or damage to submissions.

All submissions are public documents and may be disclosed pursuant to requests in accordance with state law.

The City of Santa Clara reserves the right to reject any or all submittals and to decline to award contracts for this project.

All information contained herein does not constitute an expressed or implied contract.

The City of Santa Clara's Public Art Policy shall apply to this process and the selected artwork resulting from this process.

Inquiries

All questions regarding this request for proposals are to be directed to Yvonne Galletta, Management Analyst for the City Manager at 408-615-2213.

Linda Serrao
Sculptor

93 Beechwood
Oakland, CA 94618
May 22, 2015

(510) 219-2195
Email: LindaSerrao@aol.com
Website: LindaSerrao.com

RÉSUMÉ, p.3

Education and Experience

Fullerton College Sculpture Foundry, Fullerton, California
California Polytechnic University, Pomona, California
UCLA, B.A.
California Licensed Building Contractor, License B379481
California Licensed Landscape Contractor, License B379481
Planning Commissioner, City of Walnut, California

Profile and Skills

Proficient at capturing a faithful likeness of a real person, even if only photos are available.
Adept at capturing character and mood of a subject in facial and bodily expressions.
Skillful at executing clothing, fabric drapery and textures, and accoutrements in finished work.
Innovative problem solver, patient and tenacious, and able to meet deadlines.
Hard working, even tempered, mature and flexible.
Extensive experience in all facets of bronze sculpture production and installation.
Over 25 years experience working with individuals and communities in project development.

Summary

The classical style of my works lends itself to portraying both our outer demeanor and our inner life of dreams in a way that requires no explanation to be appreciated. Everyone can find something in themselves which identifies with my works. We need this permanent, solid expression of who we are. My realistic works fill our need for the familiar welcoming symbol of our own selves. My figures reflect our current life and encourage physical interaction, engaging the viewer both visually and physically.

I am a wholly owned women's business enterprise, and am a mature and responsible artist who understands the critical importance of deadlines. I do not believe that there is only one solution to a project and am flexible in adapting my ideas to the needs and desires of the client.

A work of art is most engaging when it reflects an aspect of the time in which it was created, making us more aware of our own mores, attitudes and behavior, both in our own present and in relation to past peoples. My works are meant to be publicly displayed and enjoyed. They are completed in cast bronze in the ancient lost wax casting technique and are of a quality that will last for generations, indoors or out. My sculptures are well suited for outdoor installations where considerations of weather and human interaction are factors. My personal artistic focus is on the intricacies of character and circumstance as expressed through facial types and expressions and the use of the human figure to represent our dreams, ideals, and everyday life.

Linda Serrao
Sculptor

93 Beechwood
Oakland, CA 94618
May 22, 2015

(510) 219-2195
Email: LindaSerrao@aol.com
Website: LindaSerrao.com

List of Images:

- 01-02. *Aftermath*, 2014, bronze, 24"H x 24"W x 24"D, \$35,000.
The grief and exhaustion experienced by a firefighter.
Commissioned for private collector, Newport Beach, California
- 03-04: *Old Dad Chiro*, 2014, bronze, Life Size, seated 72"H x 36"W x 36"D, \$105,000
Part of larger project commemorating the founder of Chiropractic.
Commissioned for Life Chiropractic College, Hayward, California
- 05-06. *Medusa*, 2009, Bronze, Life Size, 68"H x 36"W x 36"D, \$65,000.
The beautiful and dangerous Medusa, with snakes in her hair.
Commissioned for private collector, Thousand Oaks, California.
- 07-08. *Lotus*, 2015, bronze, colored patina, 24"H x 24"W x 24"D, \$25,000.
A young woman meditating, at one with nature.
Private collection, Pasadena, California
- 09-10. *Hopscotch*, 2014, Bronze, 21"H x 11"W x 13"D, \$25,000.
Girl playing hopscotch with joy and concentration
Commissioned for private collector, Chino, California
- 11-12. *Picnic*, 2009, Bronze, Life size, 24"H x 24"W x 18"D, \$45,000.
Portrait of a young man seated in a lawn chair at a picnic.
Commissioned for private collector, Santa Barbara, California.
- 13-14. *One World, One People*, 2009, Bronze, 18"H x 18"W x 18"D \$30,000.
World Globe resting on Doves of Peace showcasing our diversity and unity.
Private collection, Sacramento, California.
- 15-16. *Rita*, 2008, Bronze, 18"H x 24"W x 18"D, \$25,000.
Portrait of a proud and serene African Woman.
Commissioned for private collector, Carlsbad, California.
- 17-18. *Hello, Butterfly*, 2011, bronze, 24"H x 16"W x 24"D, \$30,000
A child gazes in wonder at the butterfly that has just landed on her hand.
Commissioned for private collector, Atlanta, Georgia
- 19-20: *Pegasus*, 2015, High Polish Bronze, 30"H x 18"W x 24"D, \$35,000.
Stylized, art deco interpretation of the mythological flying horse.
Commissioned for private collector, Stockton, California.

Linda Serrao
Sculptor

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Oakland, CA 94618
May 22, 2015

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Website: LindaSerrao.com

References

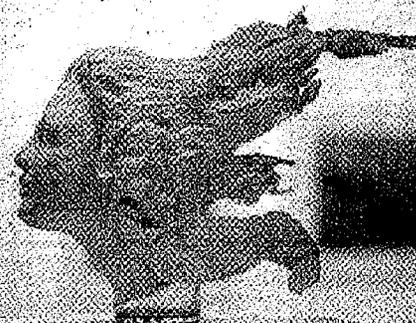
SolStar Consulting
Colin Smith, client
89 Brandon
Goleta, CA 93117
redhead3031@gmail.com
(909) 900-7670

HD Design
Heather Hill, client
998 Calle Castano
Thousand Oaks, CA 91360
heatherdyann@yahoo.com
(805) 338-9014

Life Chiropractic College West
Michael Hurschmann, President's Assistant
25000 Industrial Way
Hayward, California
mhurschmann@lifewest.edu
(510) 780-4500

It may blow you away

Brand Library exhibit dazzles art reviewer A7



the818
NOW

GLENDALE NEWS-PRESS

GlendaleNewsPress.com

Serving the communities of Glendale, La Crescenta and Montrose

Saturday October 16, 2010

GLENDALE NEWS-PRESS

HOME NEWS SPORTS ENTERTAINMENT OPINION PHOTO CONTACT CITY LIFE/LOCAL ADVERTISE WORK FOR US

Art/Entertainment Power Daily Mirror

ENTERTAINMENT POWER OF AN-CORRELATION-BETWEEN-ARTISTS - PHOTOGRAPHY-AND-ARTISTS - GLENDALE-NEWS-PRESS

Home Entertainment

Pulp it up

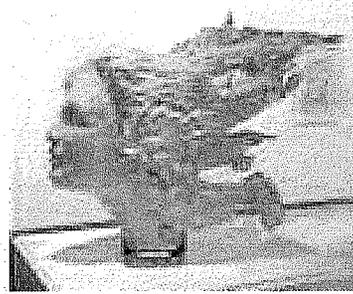
Works of artists from all over the country are making headlines around the annual show at the Broad Library Art Gallery.

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@GLENDALNP



Linda Fern takes a look at an exhibit of Broad Library art Glendale Wednesday October 20, 2010. Broad Library Art Center and the annual national exhibition at the Broad Library Art Center. Works on Paper Finished/Unfinished and November 2010 at the Broad Library Art Center. I think it's only partly because there's some good work here. I've seen some of these artists work and look at art. See the 2010 Art Center for Artists from October 20, 2010.



Work: Linda Fern's work, "Ephemeral Wind"



By Terri Martin
October 20, 2010

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There is something special about works on paper. The delicacy of the material and the finesse required to manipulate them, render these works all the more amazing, whether it requires the steady hand of a graphic artist or the patience and planning of photojournalism.

Each of our entries called from afar, are on display in the 2010 annual national exhibition at the Broad Library Art Center in Glendale. The show is titled "Ephemeral, Works on Paper: Finished/Unfinished" and the awards included in that date only on paper.

Artist Gloria Williams Sander had the daunting task of covering the body of a child, relying on an exhibit's number and ongoing awards. The creative exhibition of paper sculpture, photography and oil paint is complemented with creativity that is really quite amazing.

The piece awarded an honorary award from four categories: commercial awards, donor awards, public awards and the Broad Associates Purchase Award. In addition, seven more creative awards were bestowed in memory of Robert Brown, and in memory of Howard Goodson.

Just as the title implies, some of the artwork is completed, some not. To fully communicate an artistic experience, with a minimum of ink to make an extraordinary skill. A remarkable sculpture with a figure still emerging from the dark, but the work was not considered unfinished but was equally completed "roughly." According to Sander, these late-stage works are equally as good as the works that are finished.

A paper sculpture titled "Ephemeral Wind" by Linda Fern is one of the most fascinating in a roomful of fascinating pieces. Were it not for the graceful beauty of the fabric and the gravity-defying paper that flows gracefully behind it, it could resemble the decorative matter carved onto the bowprit of an ancient sea-going vessel. It is, however, clearly and physically delicate. It is a fascinating time-consuming achievement.

These were, unfortunately, not enough awards to go around. I applied faster for her treatment. It is a very interesting one on one hand, so have been in a position to make these choices, require an hour, on the other. It is on the Broad Library Art Center and the Associates of the Broad Library and Art Center Executive Board for another wonderful event.

Terri Martin is an art historian, writer and an artist.

Info@

When: Broad 2010, Works on Paper: Finished/Unfinished, 2010 Annual National Exhibition

When: Nov 20 8 p.m. Tuesday and Thursday, Nov 20 8 p.m. Wednesday and Nov 21 8 p.m. Friday and Saturday, until Nov 22

Where: The Broad Library and Art Center, 1601 W. Mountain St., Glendale

Cost: Free

Contact: 818/242-2001, or visit <http://www.broadlibrary.org>.

Linda Serrao
Sculptor

93 Beechwood
Oakland, CA 94618
May 22, 2015

(510) 219-2195
Email: LindaSerrao@aol.com
Website: LindaSerrao.com

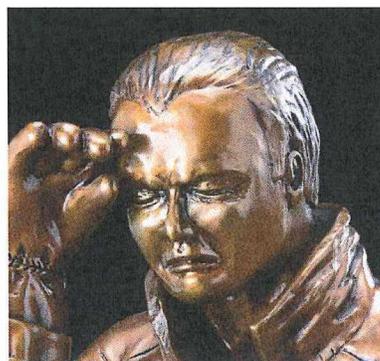
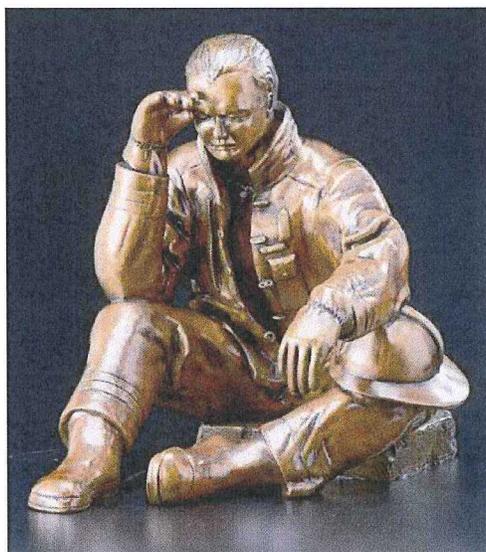
Preliminary Draft Budget
Commemorative Sculpture for City of Santa Clara

TRAVEL	negligible
INSURANCE	3,000
MATERIALS	2,000
FOUNDRY FABRICATION	60,000
INSTALLATION	10,000
ARTIST'S FEE	25,000
Estimated Total	<u>\$100,000</u>

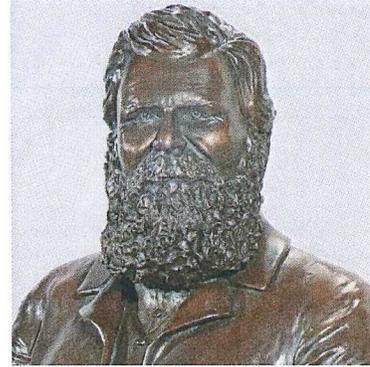
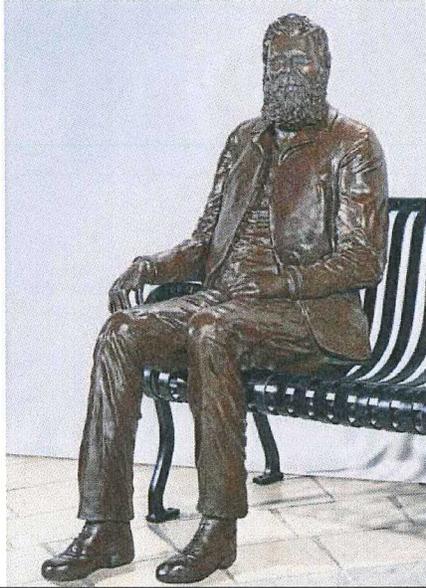
Actual total could be less, depending on final design.

Linda Serrao

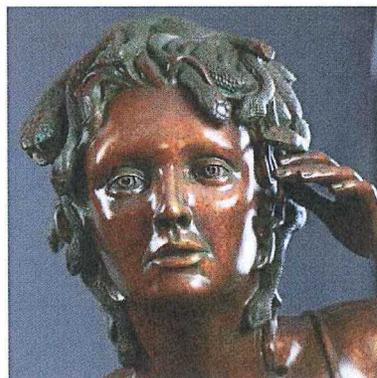
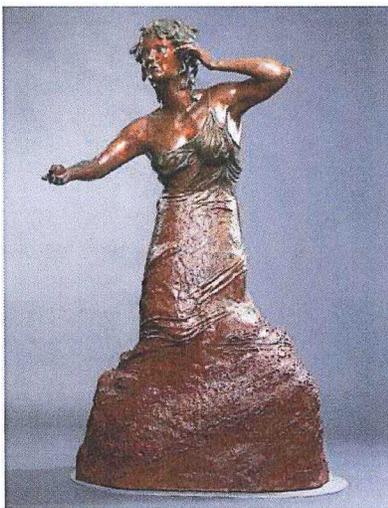
Aftermath



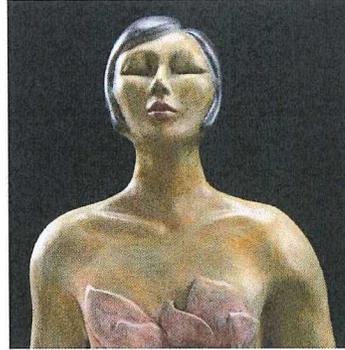
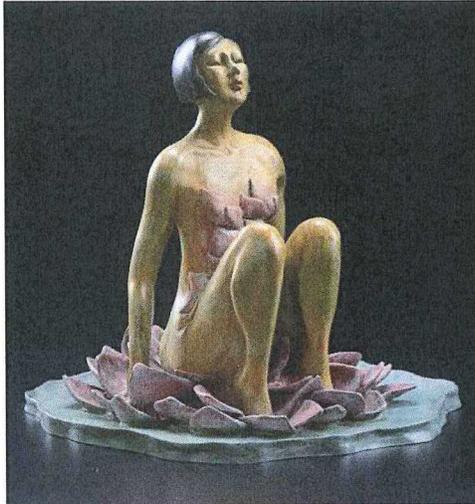
DDpalmer



Medusa



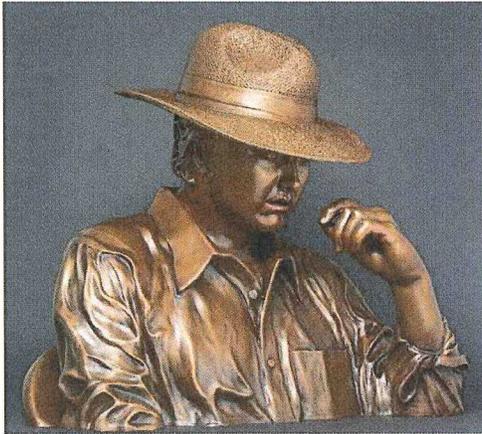
Lotus



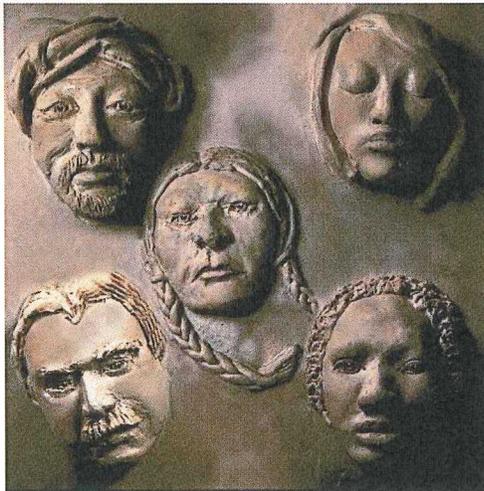
Hopscotch



Picnic



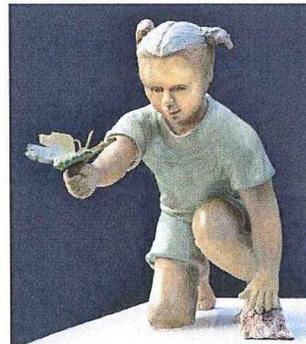
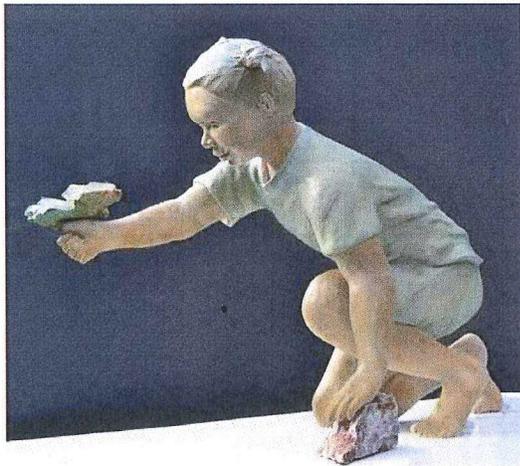
OneWorld



Rita



Butterfly



Pegasus





Meeting Date: 6.23.15

AGENDA REPORT

City of Santa Clara, California

Agenda Item #

12.C 4.A
5A



Date: June 23, 2015

To: City Manager for Council Action
Executive Director for Stadium Authority Action

From: City Attorney
General Counsel

Subject: Approval of a Law Enforcement Services Agreement with the City of Gilroy Regarding Special Law Enforcement Units and Police Officers for Super Bowl 50 Related Events

EXECUTIVE SUMMARY:

This Agreement with the City of Gilroy seeks to do two things: (1) clarify the types of special unit personnel and equipment that the City may seek to use for Super Bowl 50 related events and (2) provide that Gilroy Police Officers may be called up for game day and other Super Bowl 50 events to provide supportive law enforcement staffing.

The Agreement is very similar to those you approved last year involving the Sheriff's Office and the City of Sunnyvale. The Agreement permits the City to call for Gilroy personnel to assist, to pay negotiated pay and equipment rates for those officers, and to ensure that those officers remain Gilroy employees while providing law enforcement services. Mutual indemnification provisions are in place for potential incidents, injuries, and third party suits that may arise related to services provided. The only other agreement in place currently with Gilroy is for per diem officers; this Agreement is different in that Gilroy officers will be providing services as Gilroy Police Officers (home agency uniform and equipment), instead of working as Santa Clara reserve officers.

Other jurisdictions may desire to enter into a substantially similar agreement with the City and Stadium Authority so that additional police officers can be deployed for Super Bowl 50 events. To avoid repeated approvals for the same agreement, City staff asks that the Council and Stadium Authority authorize the City Manager/Executive Director to execute substantially similar agreements as necessary in the future.

A copy of the 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:

The advantages of this Agreement are that the duties and responsibilities of the City and the City of Gilroy are more clearly set forth in the event of disputes or third party lawsuits.

ECONOMIC/FISCAL IMPACT:

Super Bowl 50 public safety costs are expected to be reimbursed by the Super Bowl Host Committee.

June 23, 2015

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

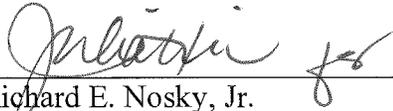
Subject: Approval of a Law Enforcement Services Agreement with the City of Gilroy Regarding Special Law Enforcement Units and Police Officers for Super Bowl 50 Related Events

Page 2

RECOMMENDATION:

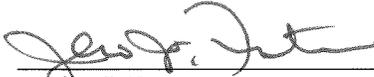
That the Council and Stadium Authority:

- approve and authorize the City Manager/Executive Director to execute the Law Enforcement Services Agreement by and between the City, Stadium Authority, and City of Gilroy; and,
- authorize the City Manager/Executive Director to execute similar agreements in substantially the same form and content with other jurisdictions as necessary.



Richard E. Nosky, Jr.
City Attorney/General Counsel

APPROVED:



Julio J. Fuentes
City Manager/Executive Director

Documents Related to this Report:

1. Law Enforcement Services Agreement

I:\AGENDA\AGENDA REPORTS\Agenda Report Police Services Gilroy Super Bowl.doc

LAW ENFORCEMENT SERVICES AGREEMENT
by and between the
SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,
and
The City Of Gilroy, Police Department

PREAMBLE

This agreement for the performance of municipal law enforcement services ("Agreement") is made and entered into on this 23rd day of April, 2015, ("Effective Date") by and between City of Gilroy, Police Department ("Agency"), the Santa Clara Stadium Authority, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), and the City of Santa Clara, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). Authority, City and Agency may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement."

RECITALS

- A. Authority and City are desirous of contracting with Agency for the performance of certain additional, supplemental law enforcement functions described herein specifically for Super Bowl 50, scheduled to be held at Stadium on February 7, 2016.
- B. Agency is agreeable to rendering such additional, supplemental law enforcement services pursuant to the terms and conditions set forth in this Agreement.
- C. Pursuant to the authority set forth in Government Code sections 54981 and 55632, Authority and City seek additional supplemental law enforcement services, and Agency agrees to provide additional supplemental law enforcement services, in connection with Super Bowl 50 at and around the Stadium site.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

- A. Agency agrees, as available, to provide supplemental special detail law enforcement services for Super Bowl 50 events taking place at the Stadium site and surrounding areas, as those areas are determined by the National Football League and/or City and/or Authority, during the term of this Agreement. The classification and approximate numbers of personnel provided by Agency will be determined and mutually agreed upon, in writing, between Agency, Authority and the Santa Clara Chief of Police prior to each Super Bowl 50 event. The Parties shall establish and agree to the number of hours necessary for Agency employees to perform the requested services. City herein provides consent, pursuant to

Penal Code section 830.1(a)(2), for any Agency peace officer providing services hereunder to exercise full peace officer authority within the City's jurisdiction.

- B. Except as otherwise specifically set forth, such services shall encompass only those duties and functions of the type coming within the jurisdiction of, and customarily rendered by, Agency under its Charter and/or municipal codes, and the statutes of the State of California, and under the Charter and municipal codes of the City.
- C. For special detail officers, the request for Super Bowl 50 services shall be a written request from the Santa Clara Police Chief or his/her designee. The request shall contain specific dates of service, hours of operation, number of personnel requested, and classification of personnel requested. For the purpose of performing said services and if Agency is able to provide such services, Agency shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, tactical vehicles, equipment, fuel, and supplies necessary to provide the services to be rendered hereunder. The Authority and/or City acknowledges that additional equipment charges for special equipment such as helicopters, tactical vehicles, equipment, fuel, and supplies may be appropriate depending upon the services requested, and may be charged by Agency and paid for by Authority in accordance with Section 4 below as above and beyond the authorized pay rate for personnel. Notwithstanding the foregoing, the Authority and/or City may provide additional resources for Agency to utilize in performance of the services. The request shall be signed by a representative of the Authority and/or City who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted via email to the Agency specified contact.
- D. The City hereby grants to Agency and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Santa Clara Police Department's units via the Santa Clara Police Department's designated dispatch frequency and/or any other law enforcement frequency for which the City is licensed by the FCC.
- E. Mutual aid agreements pursuant to the California Emergency Plan (Government Code §§ 8550 et seq.) and the Master Mutual Aid Agreement; if any mutual aid agreement(s) currently in place are triggered during any performance of services under this Agreement, the mutual aid agreement(s) shall govern all necessary personnel and/or tactics.

2. ADMINISTRATION OF PERSONNEL.

- A. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both Agency and the City in consultation with the City of Santa Clara's Chief of Police.

- B. The rendition of the services performed by Agency, the discipline of its officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with Agency.
- C. With regard to sections A. and B., if there remains a disagreement as to the minimum level of services for a particular event, the Parties agree that the Santa Clara Chief of Police shall have final and conclusive determination of levels of service provided by Agency's officers.
- D. All Authority and/or City employees who work in conjunction with Agency pursuant to this Agreement shall remain Authority and/or City employees, are not Agency employees, and have no claim or right to any Agency employment benefits or policies. Similarly, all Agency employees who work in conjunction with Authority and/or City pursuant to this Agreement shall remain Agency employees, are not Authority or City employees, and have no claim or right to any Authority or City employment benefits or policies.
- E. Neither Authority or City shall be called upon to assume any liability for the direct payment of any Agency salaries, wages, or other compensation to any Agency personnel performing services hereunder for said Authority and/or City. Except as herein otherwise specified, neither Authority or City shall be liable for compensation or indemnity to any Agency employee or agent for injury or sickness arising out of his/her status as a contract agent of the Authority and/or City.

3. COMPENSATION AND PAYMENT.

- A. For and in consideration of Agency providing supplementary law enforcement services for the Authority and/or City under this Agreement, the Authority agrees to pay Agency for said services at the hourly rates as indicated in Exhibit A.
- B. The rates in Exhibit A are developed by the Agency. These rates are designed to reimburse Agency's costs in the compensation of employees, the administration of workers' compensation benefits, and the Agency's overhead attributable to providing the services identified in this Agreement.
- C. For supplemental law enforcement services, equipment, supplies or personnel provided by Agency pursuant to this Agreement that are not listed on Exhibit A, Authority agrees to pay Agency for such services, equipment, supplies or personnel on a cost-recovery basis.

4. PAYMENT PROCEDURES.

- A. Agency shall submit a summarized invoice which covers all services performed during the term of this Agreement, to the Authority and the Authority shall pay Agency for all undisputed amounts within thirty (30) days after date of said invoice.

- B. For all disputed amounts, Authority shall provide Agency with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The Parties shall memorialize the resolution of the dispute in writing.

5. CANCELLATION OF PERSONNEL.

- A. The Authority shall not be charged for cancellations made more than 24 hours prior to the scheduled event/assignment.
- B. The Authority agrees that if cancellation is made within 24 hours prior to the scheduled event/assignment and the assigned Agency officer cannot be notified of such cancellation, Authority shall reimburse Agency a minimum of four (4) hours of compensation for each assigned officer pursuant to the rates identified herein.
- C. Agency agrees to make all reasonable efforts to notify its assigned officer(s) of the cancellation.

6. TERM OF AGREEMENT.

- A. This Agreement shall be effective as of the date indicated on the first page so that the Parties can undertake planning for all Super Bowl 50 related events. The law enforcement services provided by Agency shall begin on August 1, 2015 and shall terminate February 28, 2016, unless terminated sooner or extended in whole or in part as provided for herein. This Agreement shall terminate on March 31, 2016.

7. TERMINATION.

- A. Either Party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other Party.
- B. Notwithstanding the foregoing, Agency may terminate the Agreement on only twenty (20) days advance notice, or less in the event of exigent circumstances, if Agency concludes that there are insufficient personnel to provide the agreed upon services and still perform other Agency duties as required by law.
- C. In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8. FAIR EMPLOYMENT.

While in the performance of services under this Agreement, Agency and its employees and agents shall not discriminate against any other employee or agent 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.

9. HOLD HARMLESS/INDEMNIFICATION.

- A. For purposes of indemnification, each Party shall be responsible for the acts of its participating employee and shall incur any liabilities arising out of the service and activities of those employees.
- B. Any Agency employee who performs duties under this Agreement shall be deemed to be continuing under the general employment of his or her respective jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon such employee by law in his or her own jurisdiction. Pursuant to Insurance Code Section 11663, the general employer shall be responsible for the entire cost of any worker's compensation payable on account of injury occurring in the course of and arising out of general and special employments.
- C. Pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, employees, and agents, harmless from any damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees or agents, under or in connection with any work performed or authority delegated to such party under this Agreement. No Party, nor any officer, employee or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, employees or agents, under or in connection with any work performed or authority delegated to such other parties under this Agreement.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.

A Party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be null and void.

11. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Authority, City and Agency. No other understanding, agreements, or conversations with any representative of either Party 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 either Party.

12. SEVERABILITY AND WAIVER.

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. Agency agrees that waiver by Authority and/or 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.

13. NOTICES.

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

Santa Clara Stadium Authority
Attention: Executive Director
1500 Warburton Ave.
Santa Clara, CA 95050
or by facsimile at (408) 241-6771

And to City as follows:

City of Santa Clara
Attn: Chief of Police
601 El Camino Real
Santa Clara, CA 95050
or by facsimile at (408) 248-0276

And to Agency addressed as follows:

Gilroy Police Department

7301 Hanna St

Gilroy Ca. 95020

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.

14. 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.

15. 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.

[Signatures on next pages.]

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”

**SANTA CLARA STADIUM AUTHORITY
a Joint Powers Authority**

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
Authority Counsel

ATTEST:

ROD DIRIDON, JR.
Secretary

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

“AUTHORITY”

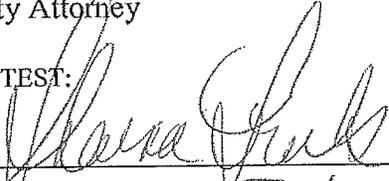
CITY OF GILROY, POLICE DEPARTMENT

APPROVED AS TO FORM:

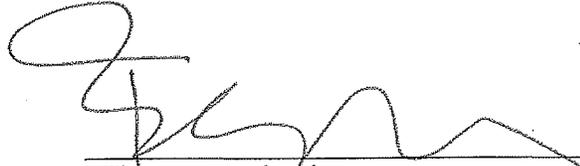


Atty City Attorney

ATTEST:



City Clerk, *Shawna Freels*



Thomas Haglund
City Administrator
City Of Gilroy

"AGENCY"

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MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
by and between the
SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,
and
The City of Gilroy, Police Department

EXHIBIT A

The rates listed below are effective as of April 23, 2015:

The rates listed below are the maximum hourly rate and include workers compensation. This is a rate for a top step person in the respective classification. Not all employees are at top step and eligible for this maximum compensation:

<u>Classification</u>	<u>Current Rate</u>	<u>Rate effective July 1, 2015</u>
Multi Services Officer (jailer)	\$76.91	\$78.40
Police Officer	\$88.23	\$89.94
Police Corporal	\$94.45	\$96.28
Police Sergeant	\$104.71	\$106.73
Police Captain	\$121.33	\$123.68
Police Chief	\$135.00	\$137.61

Administrative overhead will be the amount of time taken to process the payroll and billing. This will be completed by the Chiefs secretary. The amount of time will not exceed 8 hours of time per payroll cycle. Payroll cycles are once per month.

Administrative Secretary	\$32.03	\$32.67
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Meeting Date: 6-23-15

AGENDA REPORT

Agenda Item # 12.D

City of Santa Clara, California



Date: June 23, 2015

To: City Manager for Council Action

From: Director of Finance/Assistant City Manager

Subject: Approve Transfer of Redevelopment Agency Dissolution Proceeds Received by the City to the Working Capital Reserve

EXECUTIVE SUMMARY:

As part of the Redevelopment Agency Dissolution Process, the State of California required former agencies to complete a Low and Moderate Income Housing Fund Due Diligence Review (LMIHF DDR) and an Other Funds and Accounts Due Diligence Review (OFA DDR) to determine available cash balances to be turned over to the County for distribution to taxing entities. The Successor Agency to the City of Santa Clara Redevelopment Agency and the City of Santa Clara entered into an Installment Payment Plan Agreement and have paid off the full balance owed on the LMIHF DDR. The Successor Agency also made an initial payment toward the balance owed on the OFA DDR.

In order to fully comply with the OFA DDR and a Sacramento Superior Court order enforcing payment of the remaining balance owed, the City transferred monies from the Land Sale Reserve to the Successor Agency and the Successor Agency made a wire payment to the County Controller-Treasurer on June 9, 2015.

On June 15, 2015, the City received a one-time distribution of \$2,211,211.27 from the County of Santa Clara. This represents the City's share (about 9.6%) of the \$23,002,235 payment the Successor Agency made to the County to pay off the remaining balance owed on the OFA DDR.

It is appropriate to set these funds aside into our reserves as this distribution is one-time money. Staff recommends that the City Council approve the transfer of \$2,211,211.27 to the Working Capital Reserve. This transfer will move the reserve balance closer to the reserve target.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Setting aside one-time monies to build the balance in the Working Capital reserve allows the City to continue to make progress in reaching our reserve target (i.e., 25% of General Fund appropriations or \$45.6 million based on the adopted 2015-16 General Fund budget). Having a more well-funded reserve provides additional protection for General Fund services in the event of an economic downturn or a disaster.

There are no disadvantages.

City Manager for Council Action

Subject: Approve Transfer of Redevelopment Agency Dissolution Proceeds Received by the City to the Working Capital Reserve

June 23, 2015

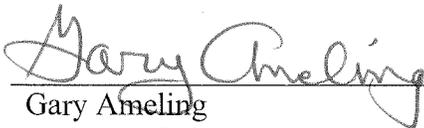
Page 2

ECONOMIC/FISCAL IMPACT:

The current balance in the Working Capital Reserve is \$27.6 million. Transferring the \$2.2 million of one-time monies received from the distribution of the OFA DDR payment will increase the balance to \$29.8 million. An additional transfer to the Working Capital Reserve of \$3.0 million is included in the 2014-15 budget and that transfer will take place at month-end bringing the balance to \$32.8 million. Staff will return to the Council once the books close on fiscal year 2014-15 to discuss the transfer of any additional surplus that is available.

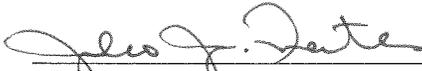
RECOMMENDATION:

That the Council approve the transfer of Redevelopment Agency dissolution proceeds received by the City to the Working Capital Reserve (063-44421), in the amount of \$2,211,211.27.



Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:



Julio J. Fuentes
City Manager

Certified as to Availability of Funds: *OKCF*
001-12010 \$2,211,211.27



Gary Ameling
Director of Finance/
Assistant City Manager

Documents Related to this Report: None

FIVE COUNCIL VOTES

Meeting Date: 6-23-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 12E 4B
SA



Date: June 23, 2015

To: City Manager for Council Action
Executive Director for Stadium Authority Action

From: Director of Public Works / City Engineer

Subject: Approval of an Agreement and Covenant Running with the Land with Santa Clara Stadium Authority and Forty Niners SC Stadium Company, LLC, to retain and maintain bollards and decorative concrete along the Tasman Drive property frontage at 4900 Marie P. DeBartolo Way (APN 104-43-055; SC 18,754)

EXECUTIVE SUMMARY:

In compliance with City Resolution No. 3899 (policy regarding installation of private improvements in the public right-of-way), Santa Clara Stadium Authority (Stadium Authority) and Forty Niners SC Stadium Company, LLC (Lessee), are requesting to retain and maintain bollards and decorative concrete along the Tasman Drive property frontage at 4900 Marie P. DeBartolo Way. Lessee agreed to remove said private improvement at their sole cost and expense within sixty (60) days of the date of a written demand from City.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the encroachment will allow Lessee to retain and maintain said improvements within the public right-of-way while relieving the City of associated liability.

ECONOMIC/FISCAL IMPACT:

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

City Manager for Council Action

Executive Director for Stadium Authority for Action

Subject: Approval of an Agreement and Covenant Running with the Land with Santa Clara Stadium Authority and Forty Niners SC Stadium Company, LLC, to retain and maintain bollards and decorative concrete along the Tasman Drive property frontage at 4900 Marie P. DeBartolo Way (APN 104-43-055; SC 18,754)

Page 2

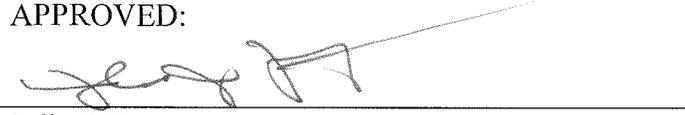
RECOMMENDATION:

That the Council and the Stadium Authority:

1. Approve and authorize the City Manager/Executive Director to execute the Agreement and Covenant Running with the Land with Santa Clara Stadium Authority and Forty Niners SC Stadium Company, LLC, to retain and maintain bollards and decorative concrete along the Tasman Drive property frontage at 4900 Marie P. DeBartolo Way (APN 104-43-055; SC 18,754); and
2. Authorize the recordation of said Agreement.


Rajeev Batra
Director of Public Works / City Engineer

APPROVED:


Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Agreement

**RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE § 6103**

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code § 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

**AGREEMENT AND COVENANT RUNNING WITH THE LAND
TO MAINTAIN BOLLARDS AND DECORATIVE CONCRETE
IN PUBLIC RIGHT-OF-WAY**

[Restriction on 4900 Marie P. DeBartolo Way, Santa Clara, CA]

This Agreement and Covenant Running with the Land ("Covenant") is made and entered into on this ____ day of _____, 2015 ("Effective Date"), by and between Forty Niners SC Stadium Company, LLC, a Delaware limited liability company ("Lessee"), Santa Clara Stadium Authority, a joint exercise of powers entity, created through Government Code Sections 6500 *et seq.* ("Stadium Authority"), and the City of Santa Clara, California, a chartered California municipal corporation ("City").

RECITALS

- a. WHEREAS, Lessee is leasing from the Stadium Authority the stadium and related Property improvements located on the real property commonly known as 4900 Marie P. DeBartolo Way in the City of Santa Clara, California, and is shown on the 2014-15 Santa Clara County Property Tax Roll as Assessor's Parcel No. 104-43-055 ("Property"). Property is also known as Lot 1 as shown on that Tract No.10118 filed for record in Book 851 of Maps, at Pages 29-34, Santa Clara County Records.
- b. WHEREAS, Stadium Authority is owner of the stadium and related Property improvements.
- c. WHEREAS, City is the owner of the Property and Tasman Drive, a public right-of-way.
- d. WHEREAS, Lessee wishes to install bollards within said public right-of-way.
- e. WHEREFORE, the Parties enter into the following Covenant:

COVENANT

1. Lessee proposes to install and City agrees to permit certain private improvements ("Improvements") in the street right-of-way described and limited to the following:

6-inch diameter by 36 inches high with baseplate bollards and decorative concrete. The area of encroachment is shown on Exhibit "A", attached hereto and incorporated herein by this reference.

Bollards shall be a minimum 4' clear from all fire hydrants, and position of bollards to provide 5' clear at ADA (Americans with Disabilities Act) pathways. Lessee shall provide 3 removable bollards for maintenance access at Traffic Signal poles.

2. Lessee shall maintain, at Lessee's expense, Improvements in a safe condition in compliance with City ordinances, rules, regulations, and such terms and conditions as all of the aforesaid are required by City from time to time. City approval of Improvements does not constitute approval on behalf of public utility companies. Approval of public utility companies shall be obtained separately by Lessee. If, in the future, Improvements are removed, the area they are removed from shall be left in a safe condition. Removal shall be at Lessee's expense and performed under an Encroachment Permit issued by City. Upon removal of Improvements, confirmation by City that the site has been returned to its original or better condition, and payment of applicable processing fee, City shall release Lessee's obligations under this Covenant by recording a Release of Interest at the County of Santa Clara Recorder's Office.
3. Lessee shall permit public utility companies, the City, and their respective officers, employees, and agents to enter upon Property so that there is access to the street right-of-way for the purpose of installation, modification, repair, maintenance, removal or replacement of utility companies and City owned public improvements, facilities or properties situated in the street right-of-way. Lessee waives any and all claims for damages or liabilities in connection therewith for property damages incurred as a result of City operations.
4. Lessee shall pay City for any damages to City owned facilities caused by the construction or maintenance done by Lessee in the street right-of-way. Payment to City shall be made within sixty (60) calendar days of said demand.
5. Lessee shall modify, maintain, repair, or remove within sixty (60) days of a written demand of the City Engineer (or designee) at no cost to the City, Improvements (or portion thereof) which prohibits or interferes with the City's ability to maintain, repair, or replace its public facilities located in the street right-of-way. If Lessee fails to modify, maintain, repair, or remove Improvements (or portion thereof) within the time frame stated in the written demand of City, City shall cause the work to be done and bill Lessee for any and all costs, fees, and expenses related to said work. Payment to City shall be made within sixty (60) calendar days of said demand for payment.
6. If Lessee fails to pay City for damage to City facilities or for City caused work the Lessee failed to perform upon City demand, City may enforce this Covenant in any manner allowed by law.
7. Lessee shall defend, indemnify and hold harmless the City, its council, officers, employees, agents, successors and assign from any claims, demands, loss, liability, injury, damage, expense or cost (including reasonable attorney's fees) however same may be caused, which may be sustained, incurred, or asserted against City because of and/or arising from this Agreement, including but not limited to claims for design defect and/or dangerous condition of public

property. Provided, however, that in no event shall Lessee's obligations in this Section apply to any such claims, demands, losses, liabilities, injuries, damages, expenses, or costs to the extent arising out of City's sole negligence or willful misconduct.

8. As used herein, street right-of-way includes not only the roadway traveled by vehicles but the curb and gutter, sidewalk and area between and beyond the sidewalk, if any, to the private property lines or exterior line of right-of-way easements.
9. Each and every covenant made by Lessee and/or City in this Covenant is made for the direct benefit of the respective lands described above or the interests in such lands held by the Parties, their heirs, assigns and/or successors in interest, and shall run with said respective lands or interest in lands, and if applicable, the responsibilities and burdens thereof are imposed on and shall run with said respective lands or interest in lands held by the Parties, their heirs, assigns and successors in interest.
10. The lands of the City which are burdened by this Covenant and which will have the responsibility and burden as specified in this Covenant for the modification, maintenance, repair, or removal of the Improvements is the above mentioned Property.
11. The lands of the City which are benefited by the covenants included in this Covenant is Tasman Drive, a public street owned by the City.
12. Enforcement, either to restrain violation or to recover damages, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant created through this Agreement.
13. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
14. Lessee represents and warrants to City that it is the Lessee of the stadium and related Property improvements at the time of their signature hereto, and has the authority to enter into this Covenant and the covenants contained herein, and grant such interests as are necessary to effectuate this Covenant.
15. Wherever the term "Lessee" is used, it shall refer collectively to the Lessee signing this Covenant, and/or Lessee's assigns and successors in interest. City and Lessee may be referred to herein collectively as the "Parties" or individually as a "Party". It is the express intent of the Parties hereto to have the benefits and burdens of this Covenant run with the land.

[The last paragraph, Paragraph 16, concerning recordation of this Covenant, and the signature blocks are on pages 4 and 5]

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16. This Covenant shall be recorded by City in the Office of the County Recorder of Santa Clara County.

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

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

JULIO J. FUENTES
City Manager

ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

ROD DIRIDON, JR.
City Clerk

“City”

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///
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**SANTA CLARA STADIUM AUTHORITY,
a joint exercise of powers entity,
created through Government Code Sections 6500 *et seq.***

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
Authority General Counsel

JULIO J. FUENTES
Executive Director

ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

ROD DIRIDON, JR.
Authority Secretary

"Stadium Authority"

**FORTY NINERS SC STADIUM COMPANY, LLC,
a Delaware limited liability company**

By: 
Print Name: Cipora Herman
Title: Chief Financial Officer

4949 Marie P. DeBartolo Way
Santa Clara, CA 95054
Telephone: (408) 562-4949
Fax Number: (408) 727-4937

"Lessee"

ALL LEGAL OWNER(S) OF PROPERTY MUST SIGN THIS DOCUMENT. IF OWNER(S) IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.

ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE OWNER(S).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Santa Clara)
On June 12, 2015 before me, Hannah Gordon,
Date Here Insert Name and Title of the Officer
personally appeared Cipara Herman
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement & Covenant Runway Document Date: 6/12/15
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Cipara Herman
 Corporate Officer — Title(s): CEO
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Ford Nexus SC Stadium Company LLC

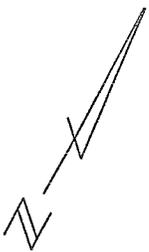
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "A"

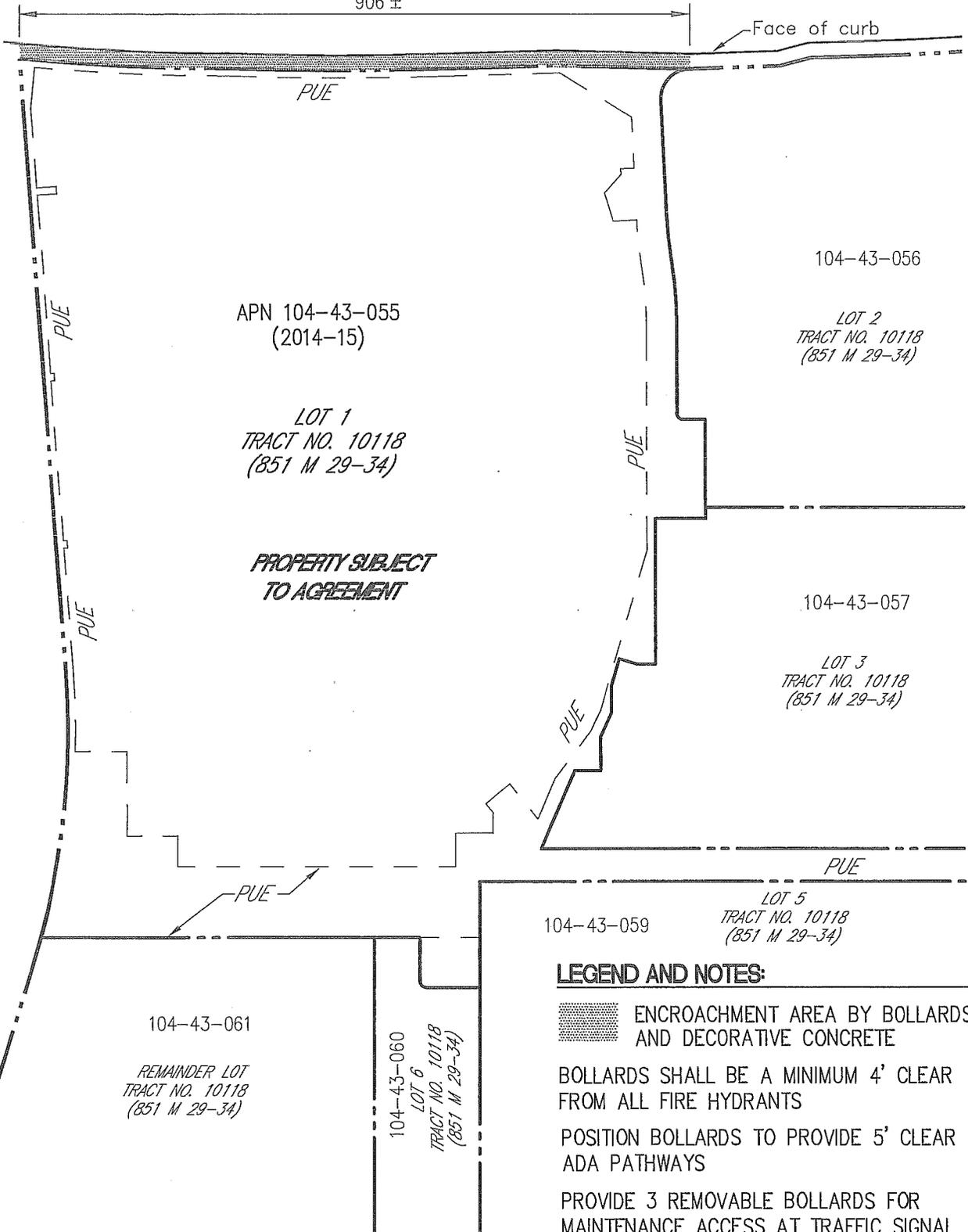
TASMAN DR.

906'±

Face of curb



SAN TOMAS AQUINO CREEK



APN 104-43-055
(2014-15)

LOT 1
TRACT NO. 10118
(851 M 29-34)

**PROPERTY SUBJECT
TO AGREEMENT**

104-43-056

LOT 2
TRACT NO. 10118
(851 M 29-34)

104-43-057

LOT 3
TRACT NO. 10118
(851 M 29-34)

104-43-059

LOT 5
TRACT NO. 10118
(851 M 29-34)

104-43-061

REMAINDER LOT
TRACT NO. 10118
(851 M 29-34)

104-43-060
LOT 6
TRACT NO. 10118
(851 M 29-34)

LEGEND AND NOTES:



ENCROACHMENT AREA BY BOLLARDS
AND DECORATIVE CONCRETE

BOLLARDS SHALL BE A MINIMUM 4' CLEAR
FROM ALL FIRE HYDRANTS

POSITION BOLLARDS TO PROVIDE 5' CLEAR
ADA PATHWAYS

PROVIDE 3 REMOVABLE BOLLARDS FOR
MAINTENANCE ACCESS AT TRAFFIC SIGNAL
POLES

K:\... \AUTOCAD\LPD\HUNG\SC18754-ROW ENC BY BOLLARDS STADIUM.DWG

Revised		05-26-2015
Drawn By	HL	05-19-2015
Checked By	R Santos	05-26-15
Approved By	G. Gomez	5-26-2015
RAJEEV BATRA		
DIRECTOR OF PUBLIC WORKS \ CITY ENGINEER		

CITY OF SANTA CLARA
AGREEMENT AND COVENANT RUNNING WITH THE LAND
TO MAINTAIN BOLLARDS AND DECORATIVE CONCRETE
IN PUBLIC RIGHT-OF-WAY
4900 MARIE P. DEBARTOLO WAY

Scale	NTS
Ref.	SC 18,754
Tracing No.	12,074-A

12,054-A

Meeting Date: 6-23-15

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 12F



Date: March 26, 2015

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Approve Amendment No. 1 with DTZ (formerly Cassidy Turley Property Management San Francisco, Inc.) for the Performance of Services for the Santa Clara Convention Center Complex (Convention Center Maintenance District No. 183)

EXECUTIVE SUMMARY:

The Public Works department is responsible for administering and coordinating the ongoing maintenance at the Santa Clara Convention Center Complex (Maintenance District #183). It was agreed upon by the District partners including Convention Center, Hyatt Regency and Equity Office (Techmart) to continue property management services with DTZ (formerly Cassidy Turley Property Management San Francisco, Inc.) to provide daily ongoing property management services to assist the City in providing administration for Maintenance District No. 183.

The district partners have recommended the proposal submitted by DTZ, whose base management fee will remain \$5,000 per month. A copy of the 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 would assist the City in managing and maintaining the District/City infrastructure and desired aesthetics until December 31, 2015.

ECONOMIC/FISCAL IMPACT:

The amount paid to DTZ for property management services for Maintenance District No. 183 would be \$30,000 for the six month extension. Funds are available in the Santa Clara Convention Center Maintenance District accounts (026-2961-87870-[I]1458).

To: City Manager for Council Action

From: Director of Public Works

Subject: Approve Agreement with DTZ, (formerly Cassidy-Turley Property Management San Francisco Inc.) for Property Management Services for Santa Clara Convention Center Complex (Convention Center Maintenance District No. 183)

Page 2

RECOMMENDATION:

That the Council approve and authorize the City Manager to execute Amendment No. 1 with DTZ, (formerly Cassidy Turley Property Management San Francisco, Inc.) to provide daily ongoing property management services at the Santa Clara Convention Center Complex (Convention Center Maintenance District No. 183) in an amount not to exceed \$30,000 for the six month extension ending on December 31, 2015.



Rajeev Batra

Director of Public Works/City Engineer

Certified as to Availability of Funds: ^{JK}

026-2961-87870-[I]1458 \$30,000 ^{SZ}



Gary Ameling

Director of Finance/Assistant City Manager

APPROVED:



Julio J. Fuentes

City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) *Agreement*

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
DTZ**

PREAMBLE

This agreement ("Amendment No. 1") is by and between DTZ, a California corporation, with its principal place of business located at 201 California St, Suite 800, San Francisco, Ca 94111("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Performances of Service by and between the City of Santa Clara and Cassidy Turley Property Management San Francisco, Inc. dated June 26, 2012 (the "Original Agreement");
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide property management services for Maintenance District 183, and the Parties now wish to amend the Original Agreement to cover the term through December 31, 2015; and
- C. The Parties consented to the Original Agreement's assignment to DTZ on March 24, 2015.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Section 6 entitled "TERM OF AGREEMENT" is hereby amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2015.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

RICHARD E. NOSKY, JR.
City Attorney

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

ATTEST:

ROD DIRIDON, JR.
City Clerk

“CITY”

DTZ

a California corporation

Dated: 6/5/15

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

Name: JIM ARCE

Title: Senior Managing Director

Local Address: 201 California Street
San Francisco, CA 94111

Email Address: jim.arce@dtz.com

Telephone: (415) 633-4341

Fax: (415) 956-3381

“CONTRACTOR”

06/23/15

13.A

CONTRACT PROGRESS PAYMENTS
June 18, 2015

	VENDOR.NAME	DESCRIPTION
80,068.11	3 Degrees	Wind & Solar Bulk Sales
17,966.89	ABM Janitorial Services	Janitorial Services
16,283.61	Ace Parking Management, Inc.	Parking Services
9,234.80	Allied Barton Security Services	Security Services
953.30	Aramark Uniform Services	Professional services
116,375.00	Bay Area Water Supply & Conservation Agency	WaterSmart Software
690.07	BP Air	Preventive Maintenance
5,551.84	Caltrol	Professional Services
8,763.59	Daleo, Inc.	SVP 2006A
9,332.83	George Hills Co Inc	Professional Services
2,500.00	Government Affairs Consulting	Professional Services
6,003.00	Hill Brothers Chemical Co	Professional Svcs
674.00	Industrial Scientific	Inet Exchange
7,512.39	Ingersoll-Rand	DVR Service
10,652.21	Law Offices of Susie Berlin	Legal Services
22,923.00	Mike Davis Landscape	Professional Services
20,253.60	Milton Security Group LLC	Professional Services
109,000.00	Mitsubishi Power Systems, Inc	Specialty Engineer
405.00	Nalco Co	Prof Svcs
110,694.29	Paragon Partners	Professional Services
13,250.00	RKS Research & Consulting	Professional Services
18,672.50	Schaaf & Wheeler	Professional Services
1,645.00	Schweitzer Engineering Lab	Procurement Agreement
826,740.39	Siemens Energy Inc	Professional Services
382.60	Tanknology Inc	Tank Testing DVR
2,691.27	UniFirst Corporation	Uniform laundry service
697,110.00	Utility Service Co	Northside Tank Rehabilitation Project
7,235.28	Valley Concrete	Concrete Svcs
2,123,564.57		

City of Santa Clara Finance Department
Accounting Services

Supplement to Bills & Claims
Expenditures Paid by Wire Transfer
For the Period of June 11th, 2015 thru June 17th, 2015

\$	649,594.69	Western Area Power Administration CVP O&M Funding Program
	578,813.15	C Overaa & Co - Public Works Contract 2403A (Progress Payment #11)
	403,743.27	California ISO - power trading for 6/10/2015
	332,567.52	San Francisco Public Utilities Commission - water purchases (May 2015)

\$	<u>1,964,718.63</u>
----	---------------------

Payment Cycle: APACH

Bank Account: BFA APCH 14991-13283 Swift Code 111000025
Payment Handling Code: RE

3DEGREES GROUP INC ACH 000584 Amount: 80,068.11
2 EMBARCADERO CTR STE 2950
SAN FRANCISCO
CA 94111
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345314	12631	Jun/05/2015	Jul/05/2015	39,779.69	0.00	39,779.69
00345315	12632	Jun/05/2015	Jul/05/2015	40,288.42	0.00	40,288.42

AVIATION POWER & MARINE INC ACH 000585 Amount: 6,137.55
1811 CORPORATE DR
BOYNTON BEACH
FL 33426
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345822	B10065	May/22/2015	Jun/21/2015	6,137.55	0.00	6,137.55

BAY AREA DATA SUPPLY ACH 000586 Amount: 640.44
525 DEL REY AVE STE G
SUNNYVALE
CA 94085-3515
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345059	203931	Jun/02/2015	Jul/02/2015	195.75	0.00	195.75
00345279	203935	Jun/02/2015	Jul/02/2015	108.75	0.00	108.75
00345299	203941	Jun/03/2015	Jul/03/2015	50.00	0.00	50.00
00345319	203937	Jun/02/2015	Jul/02/2015	75.00	0.00	75.00
00345320	203938	Jun/02/2015	Jul/02/2015	210.94	0.00	210.94

BELL ELECTRICAL SUPPLY ACH 000587 Amount: 41.62
316 MATHEW ST
SANTA CLARA
CA 95050-3104
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount

Payment Cycle: APACH

00345143	5418865	Jun/02/2015	Jul/02/2015	41.62	0.00	41.62
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BELL ELECTRICAL SUPPLY		ACH	000588	Amount:	149.64	
PO BOX 396099 SAN FRANCISCO CA 94139-6099 USA						

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345662	5418993	Jun/04/2015	Jul/04/2015	149.64	0.00	149.64

BROWNING FERRIS INDUSTRIES OF CALIF		ACH	000589	Amount:	446,770.87	
1601 DIXON LANDING RD MILPITAS CA 95035-8100 USA						

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345416	M150500	Jun/04/2015	Jul/04/2015	446,770.87	0.00	446,770.87

CAROLYN SUSIE BERLIN LAW OFFICES OF SUSIE BER		ACH	000590	Amount:	10,652.21	
1346 THE ALAMEDA STE 7 #141 SAN JOSE CA 95126-5006 USA						

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345736	10201	May/21/2015	Jun/20/2015	1,542.80	0.00	1,542.80
00345737	10203(D)	Jun/03/2015	Jul/03/2015	9,109.41	0.00	9,109.41

CINTAS CORP #630		ACH	000591	Amount:	5,151.33	
PO BOX 29059 PHOENIX AZ 85038-9059 USA						

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344620	630713715	May/27/2015	Jun/26/2015	35.78	0.00	35.78
00344621	630712195	May/22/2015	Jun/21/2015	35.78	0.00	35.78
00344622	630712194	May/22/2015	Jun/21/2015	32.90	0.00	32.90
00344623	630706474	May/08/2015	Jun/07/2015	32.90	0.00	32.90
00344631	630706475	May/08/2015	Jun/07/2015	35.78	0.00	35.78

Payment Cycle: APACH

DALEO INC ACH 000593 Amount: 8,763.59
UNION BANK BOX 4
CHANDLER
OK 74834
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345355	SV685-01	May/20/2015	Jun/19/2015	1,801.20	0.00	1,801.20
00345356	SV684-01	May/20/2015	Jun/19/2015	3,147.68	0.00	3,147.68
00345357	SV687-01	May/29/2015	Jun/28/2015	3,814.71	0.00	3,814.71

FARWEST CAPITAL ACH 000594 Amount: 1,508.33
PO BOX 30317
FBO TEAMPERSONA INC
AUSTIN
TX 78755
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345753	CSC 140180	May/31/2015	Jun/30/2015	1,508.33	0.00	1,508.33

FASTENAL CO ACH 000595 Amount: 3.45
PO BOX 1286
WNONA
MN 55987-1286
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345144	CASA631542	Jun/01/2015	Jul/01/2015	3.45	0.00	3.45

GEORGE HILLS CO ACH 000596 Amount: 9,332.83
3043 GOLD CANAL DR #200
RANCHO CORDOVA
CA 95670-6129
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345778	INV1009115	May/31/2015	Jun/30/2015	9,032.83	0.00	9,032.83
00345779	INV1009083	Jun/01/2015	Jul/01/2015	300.00	0.00	300.00

Payment Cycle: APACH

HILL BROTHERS CHEMICAL CO
 SAN JOSE DIVISION
 1675 N MAIN ST
 ORANGE
 CA 92867-3499
 USA

ACH 000600 Amount: 6,003.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345780	07006431	May/21/2015	Jun/20/2015	6,003.00	0.00	6,003.00

HYLAND SOFTWARE INC
 28500 CLEMENS RD
 WESTLAKE
 OH 44145
 USA

ACH 000601 Amount: 8,460.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345290	306646	Jun/04/2015	Jul/04/2015	8,460.00	0.00	8,460.00

INDUSTRIAL METERING SOLUTIONS, LLC
 238 LIBBY LN
 KELSO
 WA 98626
 USA

ACH 000602 Amount: 899.82

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345821	14-17965	Jun/01/2015	Jul/01/2015	899.82	0.00	899.82

INFOSEND INC
 4240 E LA PALMA AVE
 ANAHEIM
 CA 92807-1816
 USA

ACH 000603 Amount: 22,666.52

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345280	93156	May/29/2015	Jun/28/2015	22,666.52	0.00	22,666.52

Payment Cycle: APACH

INGRAM LIBRARY SERVICES INC

ACH

000604

Amount:

8,058.50

PO BOX 502779
SAINT LOUIS
MO 63150-2779
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344834	85325198	May/22/2015	Jun/21/2015	18.00	0.00	18.00
00344836	85325199	May/22/2015	Jun/21/2015	38.13	0.00	38.13
00344837	85325200	May/22/2015	Jun/21/2015	183.30	0.00	183.30
00344839	85327853	May/22/2015	Jun/21/2015	20.57	0.00	20.57
00344840	85361782	May/26/2015	Jun/25/2015	36.43	0.00	36.43
00344841	85379816	May/27/2015	Jun/26/2015	40.18	0.00	40.18
00344842	85379817	May/27/2015	Jun/26/2015	50.19	0.00	50.19
00344843	85379818	May/27/2015	Jun/26/2015	122.95	0.00	122.95
00344847	85379819	May/27/2015	Jun/26/2015	592.88	0.00	592.88
00344850	85379820	May/27/2015	Jun/26/2015	37.68	0.00	37.68
00344856	85379821	May/27/2015	Jun/26/2015	36.75	0.00	36.75
00344858	85379822	May/27/2015	Jun/26/2015	138.83	0.00	138.83
00344859	85379823	May/27/2015	Jun/26/2015	117.08	0.00	117.08
00344860	85379826	May/27/2015	Jun/26/2015	36.42	0.00	36.42
00344862	85325201	May/22/2015	Jun/21/2015	38.95	0.00	38.95
00344866	85379824	May/27/2015	Jun/26/2015	181.04	0.00	181.04
00344868	85379825	May/27/2015	Jun/26/2015	25.97	0.00	25.97
00344869	85363635	May/26/2015	Jun/25/2015	71.01	0.00	71.01
00344870	85363636	May/26/2015	Jun/25/2015	27.20	0.00	27.20
00344871	85363637	May/26/2015	Jun/25/2015	62.52	0.00	62.52
00344872	85381219	May/27/2015	Jun/26/2015	136.24	0.00	136.24
00344998	85447932	May/29/2015	Jun/28/2015	724.02	0.00	724.02
00345000	85447933	May/29/2015	Jun/28/2015	892.34	0.00	892.34
00345001	85447934	May/29/2015	Jun/28/2015	101.45	0.00	101.45
00345003	85453724	May/29/2015	Jun/28/2015	364.37	0.00	364.37
00345005	85467423	May/31/2015	Jun/30/2015	127.81	0.00	127.81
00345006	85485946	Jun/01/2015	Jul/01/2015	37.65	0.00	37.65
00345007	85504463	Jun/02/2015	Jul/02/2015	1,646.90	0.00	1,646.90
00345008	85504464	Jun/02/2015	Jul/02/2015	117.40	0.00	117.40
00345010	85515384	Jun/02/2015	Jul/02/2015	354.02	0.00	354.02
00345011	85543077	Jun/03/2015	Jul/03/2015	197.23	0.00	197.23
00345012	85543078	Jun/03/2015	Jul/03/2015	51.98	0.00	51.98
00345013	85543079	Jun/03/2015	Jul/03/2015	9.09	0.00	9.09
00345014	85543080	Jun/03/2015	Jul/03/2015	170.59	0.00	170.59
00345016	85543081	Jun/03/2015	Jul/03/2015	49.45	0.00	49.45
00345017	85543082	Jun/03/2015	Jul/03/2015	13.62	0.00	13.62
00345018	85572744	Jun/04/2015	Jul/04/2015	52.43	0.00	52.43
00345019	85572745	Jun/04/2015	Jul/04/2015	64.92	0.00	64.92
00345021	85572746	Jun/04/2015	Jul/04/2015	56.47	0.00	56.47
00345023	85572747	Jun/04/2015	Jul/04/2015	17.60	0.00	17.60

Payment Cycle: APACH

00345153	85005888	May/04/2015	Jun/03/2015	39.24	0.00	39.24
00345155	85023166	May/05/2015	Jun/04/2015	162.06	0.00	162.06
00345157	85046173	May/06/2015	Jun/05/2015	83.82	0.00	83.82
00345159	85046174	May/06/2015	Jun/05/2015	28.99	0.00	28.99
00345162	85051673	May/06/2015	Jun/05/2015	96.11	0.00	96.11
00345163	85431245	May/28/2015	Jun/27/2015	162.39	0.00	162.39
00345165	85487187	Jun/01/2015	Jul/01/2015	424.21	0.00	424.21

JP GRAPHICS INC ACH 000605 Amount: 125.06

3310 WOODWARD AVE
 SANTA CLARA
 CA 95054-2627
 USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345129	59647	Apr/27/2015	May/27/2015	62.53	0.00	62.53
00345761	60355	Jun/08/2015	Jul/08/2015	62.53	0.00	62.53

KNORR SYSTEMS INC ACH 000606 Amount: 5,313.88

2221 STANDARD AVE
 SANTA ANA
 CA 92707
 USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344689	SI168589	May/21/2015	Jun/20/2015	386.93	0.00	386.93
00344690	SI168433	May/16/2015	Jun/15/2015	1,276.88	0.00	1,276.88
00345113	SI168700	May/27/2015	Jun/26/2015	967.33	0.00	967.33
00345402	SI168766	May/29/2015	Jun/28/2015	386.93	0.00	386.93
00345404	SI168761	May/29/2015	Jun/28/2015	309.55	0.00	309.55
00345405	SI168760	May/29/2015	Jun/28/2015	1,573.53	0.00	1,573.53
00345406	SI168765	May/29/2015	Jun/28/2015	412.73	0.00	412.73

KRISAMA JUESEEKUL ACH 000607 Amount: 5.00

973 CAPE MARY PL
 SAN JOSE
 CA 95133-1261
 USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345763	936894	Feb/18/2015	Mar/20/2015	5.00	0.00	5.00

Payment Cycle: APACH

MIDWEST TAPE ACH 000608 Amount: 519.87

PO BOX 820
HOLLAND
OH 43528-0820
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344830	92869106	May/26/2015	Jun/25/2015	43.49	0.00	43.49
00344832	92874373	May/27/2015	Jun/26/2015	43.49	0.00	43.49
00345292	92894702	Jun/02/2015	Jul/02/2015	250.03	0.00	250.03
00345293	92899365	Jun/03/2015	Jul/03/2015	109.23	0.00	109.23
00345294	92901665	Jun/03/2015	Jul/03/2015	18.21	0.00	18.21
00345295	92902788	Jun/04/2015	Jul/04/2015	10.85	0.00	10.85
00345401	92907482	Jun/05/2015	Jul/05/2015	44.57	0.00	44.57

MILTON SECURITY GROUP LLC ACH 000609 Amount: 20,253.60

261 E IMPERIAL HWY STE 550
FULLERTON
CA 92835
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345384	20141417	Jun/10/2015	Jul/10/2015	5,860.00	0.00	5,860.00
00345385	20141416	Jun/10/2015	Jul/10/2015	2,849.60	0.00	2,849.60
00345386	20141415	Jun/10/2015	Jul/10/2015	4,080.00	0.00	4,080.00
00345387	20141413	Jun/10/2015	Jul/10/2015	4,704.00	0.00	4,704.00
00345388	20141414	Jun/10/2015	Jul/10/2015	2,760.00	0.00	2,760.00

MISSION TRAIL WASTE SYSTEMS ACH 000610 Amount: 956,191.68

1060 RICHARD AVE
SANTA CLARA
CA 95050-2816
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345522	140	May/31/2015	Jun/30/2015	46,334.82	0.00	46,334.82
00345523	0000377374	May/31/2015	Jun/30/2015	15,226.99	0.00	15,226.99
00345524	0000377373	May/31/2015	Jun/30/2015	3,555.35	0.00	3,555.35
00345752	MAY15	Jun/05/2015	Jul/05/2015	891,074.52	0.00	891,074.52

Payment Cycle: APACH

OVERDRIVE INC ACH 000611 Amount: 107.35

PO BOX 72117
CLEVELAND
OH 44192-0002
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344873	0910-142811737-052815	May/28/2015	Jun/27/2015	87.36	0.00	87.36
00345407	0910-000120120-060215	Jun/02/2015	Jul/02/2015	19.99	0.00	19.99

PG&E ACH 000612 Amount: 8,293.13

PO BOX 997300
SACRAMENTO
CA 95899-7300
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345546	3135894939-9	May/28/2015	May/28/2015	69.27	0.00	69.27
00345548	3847680626-0	May/22/2015	May/22/2015	396.51	0.00	396.51
00345550	3889347290-2	May/22/2015	May/22/2015	181.14	0.00	181.14
00345552	3931013954-6	May/22/2015	May/22/2015	22.69	0.00	22.69
00345554	5918427025-0	May/19/2015	May/19/2015	1,128.49	0.00	1,128.49
00345555	1543429391-4	May/28/2015	May/28/2015	261.83	0.00	261.83
00345556	1501762727-2	Jun/02/2015	Jun/02/2015	98.69	0.00	98.69
00345557	9644211793-1	May/26/2015	May/26/2015	5,100.44	0.00	5,100.44
00345558	2937321050-8	Jun/05/2015	Jun/05/2015	47.66	0.00	47.66
00345560	3345487577-5	Jun/01/2015	Jun/01/2015	986.41	0.00	986.41

PRAXAIR DISTRIBUTION INC ACH 000613 Amount: 223.59

DEPT LA 21511
PASADENA
CA 91185-1511
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345238	52684182	May/20/2015	Jun/19/2015	132.75	0.00	132.75
00345239	52828717	May/29/2015	Jun/28/2015	90.84	0.00	90.84

Payment Cycle: APACH

RANDSTAD ACH 000614 Amount: 2,759.09
 PO BOX 894217
 LOS ANGELES
 CA 90189-4217
 USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344696	R17855342	May/24/2015	Jun/23/2015	1,532.68	0.00	1,532.68
00344973	R17888854	May/31/2015	Jun/30/2015	1,226.41	0.00	1,226.41

RAYMOND A FLAIG ACH 000615 Amount: 37,688.50
 1988 LEGHORN ST STE A
 MOUNTAIN VIEW
 CA 94043
 USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345733	1601-JUL15	Jun/10/2015	Jul/10/2015	37,688.50	0.00	37,688.50

RWG (REPAIR & OVERHAULS) USA, INC. ACH 000616 Amount: 24,552.12
 6223 WSAM HOUSTON PKWY NORTH
 HOUSTON
 TX 77041
 USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345823	008586	May/08/2015	Jun/07/2015	24,552.12	0.00	24,552.12

SANTA CLARA VALLEY WATER DIST ACH 000617 Amount: 264,077.66
 PO BOX 20130
 SAN JOSE
 CA 95160-0130
 USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345283	TI001911	Jun/03/2015	Jul/03/2015	264,077.66	0.00	264,077.66

Payment Cycle: APACH

SUPPLYWORKS ACH 000618 Amount: 851.79

PO BOX 742056
LOS ANGELES
CA 90074-2056
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344693	1640916-00	May/20/2015	Jun/19/2015	814.25	0.00	814.25
00345195	1640916-01	May/29/2015	Jun/28/2015	37.54	0.00	37.54

THERMAL MECHANICAL INC ACH 000619 Amount: 454.00

PO BOX 4730
SANTA CLARA
CA 95056-4730
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345691	PM-63170	May/28/2015	Jun/27/2015	454.00	0.00	454.00

TIFCO INDUSTRIES ACH 000620 Amount: 694.75

PO BOX 40277
HOUSTON
TX 77240-0277
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345607	71054245	May/22/2015	Jun/21/2015	694.75	0.00	694.75

UNITED REFRIGERATION INC ACH 000621 Amount: 1,086.15

PO BOX 677036
DALLAS
TX 75267-7036
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345692	46839803-00	May/29/2015	Jun/28/2015	168.84	0.00	168.84
00345693	46839710-00	Jun/02/2015	Jul/17/2015	525.52	-4.83	520.69
00345694	46832546-00	Jun/02/2015	Jul/17/2015	172.99	-1.59	171.40
00345695	46721525-00	Jun/04/2015	Jul/19/2015	227.31	-2.09	225.22

Payment Cycle: APACH

Total Requirements for Bank Account: 14991-13283

2,041,431.27

-8.51

2,041,422.76 USD

Payment Cycle: WED

Payment Handling Code: DP

2930 EL CAMINO LLC
727 35TH AVE
SAN FRANCISCO
CA 94121
USA

CHK 592836 Amount: 3,510.59

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345838	CFD TAX REFUND	Jun/11/2015	Jul/11/2015	3,510.59	0.00	3,510.59

ALCOHOLIC BEVERAGE CONTROL
3927 LENNANE DR STE 100
ATTN S PASCUAL GRANT COORD
SACRAMENTO
CA 95834
USA

CHK 592837 Amount: 450.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345839	7/7/15-7/9/15	Jun/09/2015	Jul/09/2015	450.00	0.00	450.00

ALEX AUERBACH
PARKS & REC YARD
SANTA CLARA
CA 95050
USA

CHK 592838 Amount: 328.51

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345076	BOOTS2015	May/29/2015	May/29/2015	247.65	0.00	247.65
00345273	CLOTHING2015	Jun/02/2015	Jun/02/2015	80.86	0.00	80.86

ALEX TORKE
POLICE DEPT
SANTA CLARA
CA 95050
USA

CHK 592839 Amount: 241.28

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345119	3/9/15 - 3/13/15	Mar/09/2015	Mar/09/2015	241.28	0.00	241.28

Payment Cycle: WED

ANGELA OCANA							CHK	592840	Amount:	583.90
LIBRARY DEPT SANTA CLARA CA 95050 USA										
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount				
00345028	51815	Jun/02/2015	Jun/02/2015	420.22	0.00	420.22				
00345032	51615	Jun/02/2015	Jun/02/2015	163.68	0.00	163.68				
ANTHONY D VALDEZ							CHK	592841	Amount:	200.00
ELECTRIC DEPT SANTA CLARA CA 95050 USA										
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount				
00345553	BOOTS 2015	Jun/10/2015	Jun/10/2015	200.00	0.00	200.00				
ARTHUR C VIZCARRA							CHK	592842	Amount:	184.97
AUTOMOTIVE SERVICES SANTA CLARA CA 95050 USA										
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount				
00345618	FY14/15BOOTS	May/15/2015	Jun/14/2015	184.97	0.00	184.97				
AT&T							CHK	592843	Amount:	3,567.02
PO BOX 5019 CAROL STREAM IL 60197-5019 USA										
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount				
00345698	0601777875	Sep/07/2014	Oct/07/2014	878.54	0.00	878.54				
00345699	0601846687	Feb/07/2015	Mar/09/2015	896.16	0.00	896.16				
00345700	0601859801	Mar/07/2015	Apr/06/2015	896.16	0.00	896.16				
00345701	0601885613	May/07/2015	Jun/06/2015	896.16	0.00	896.16				

Payment Cycle: WED

AUSTIN LIN
 ELEC GEN
 SANTA CLARA
 CA 95050
 USA

CHK 592844 Amount: 200.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345539	CLOTHING2014-2015	Jun/08/2015	Jun/08/2015	200.00	0.00	200.00

BENITO RESENDEZ
 PARKS & RECREATION DEPT
 SANTA CLARA
 CA 95050
 USA

CHK 592845 Amount: 309.93

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345400	BOOTS2015	Jun/01/2015	Jun/01/2015	309.93	0.00	309.93

BENJAMIN A. BELEW
 336 MONROE ST.
 SANTA CLARA
 CA 95050
 USA

CHK 592846 Amount: 1,000.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345748	6/5/15	Jun/04/2015	Jul/04/2015	1,000.00	0.00	1,000.00

BILLY QUACH
 1500 WARBURTON AVE
 SANTA CLARA
 CA 95050
 USA

CHK 592847 Amount: 218.50

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345588	6/1/15 - 6/5/15	Jun/11/2015	Jul/11/2015	218.50	0.00	218.50

Payment Cycle: WED

CHRISTOPHER J BEZERRA							CHK	592860	Amount:	228.27
WATER DEPT SANTA CLARA CA 95050 USA										
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount				
00345301	SAFETY EQUIP 14-15	Jun/09/2015	Jun/09/2015	228.27	0.00	228.27				
CHRISTOPHER P MCKERNAN							CHK	592861	Amount:	200.00
ELECTRIC DEPT SANTA CLARA CA 95050 USA										
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount				
00345270	BOOTS 2015	May/28/2015	May/28/2015	200.00	0.00	200.00				
CLIFF MYERS							CHK	592862	Amount:	284.88
STREET DEPT SANTA CLARA CA 95050 USA										
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount				
00345525	SAFETY BOOTS 20105	May/30/2015	May/30/2015	284.88	0.00	284.88				
DANIEL BOBIAS							CHK	592863	Amount:	8.05
WATER & SEWER UTILITIES SANTA CLARA CA 95050 USA										
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount				
00345138	SAFETY EQUIP 14-15	May/29/2015	Jun/28/2015	8.05	0.00	8.05				

Payment Cycle: WED

WILLIAM CHAVES		CHK	592936	Amount:	163.00	
WATER DEPT SANTA CLARA CA 95050 USA						
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345303	CWEA CSM & PT	Jun/09/2015	Jun/09/2015	163.00	0.00	163.00

Payment Cycle: WED

AMERIPRIDE SERVICES	CHK	592953	Amount:	881.42
PO BOX 1160 BEMIDJI MN 56619 USA				

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345538	1101405098	May/04/2015	Jun/03/2015	240.98	0.00	240.98
00345540	1101409263	May/11/2015	Jun/10/2015	213.48	0.00	213.48
00345541	1101413475	May/18/2015	Jun/17/2015	213.48	0.00	213.48
00345544	1101417658	May/25/2015	Jun/24/2015	213.48	0.00	213.48

ANTIQUÉ TERMITE & PEST INC	CHK	592954	Amount:	200.00
1913 STONE AVE SAN JOSE CA 95125 USA				

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344971	53077	May/21/2015	Jun/20/2015	200.00	0.00	200.00

APPROVED GAS MASKS	CHK	592955	Amount:	10,510.54
4935 CREST LAND DR LA MESA CA 91941 USA				

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345245	214331	May/14/2015	Jun/13/2015	10,510.54	0.00	10,510.54

ARAMARK UNIFORM SERVICES	CHK	592956	Amount:	953.30
PO BOX 101179 AUS WEST LOCKBOX PASADENA CA 91189-0005 USA				

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345241	756778202	May/27/2015	Jun/26/2015	476.65	0.00	476.65
00345242	756790228	Jun/03/2015	Jul/03/2015	476.65	0.00	476.65

Payment Cycle: WED

BEST BEST & KRIEGER LLP
3390 UNIVERSITY AVE 5TH FL
PO BOX 1028
RIVERSIDE
CA 92502
USA

CHK 592977 Amount: 2,226.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345825	749172	May/31/2015	Jun/30/2015	2,226.00	0.00	2,226.00

BP AIR
780 YUBA DR
MT VIEW
CA 94041
USA

CHK 592978 Amount: 690.07

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345358	12901	May/20/2015	Jun/19/2015	515.07	0.00	515.07
00345359	P3378	May/22/2015	Jun/21/2015	175.00	0.00	175.00

BSN SPORTS INC
PO BOX 660176
DALLAS
TX 75266-0176
USA

CHK 592979 Amount: 101.59

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344618	96944019	May/18/2015	Jun/17/2015	101.59	0.00	101.59

BURTON'S FIRE APPARATUS
1301 DOKER DR BLDG B
MODESTO
CA 95351-1598
USA

CHK 592980 Amount: 605.72

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345549	S 28149	May/27/2015	Jun/26/2015	605.72	0.00	605.72

Payment Cycle: WED

CA EMERGENCY MEDICAL SERVICES AUTHORITY
 10901 GOLD CENTER DR 4TH FLR
 ATTN BRADLEY BELTRAM
 RANCHO CORDOVA
 CA 95670-6056
 USA

CHK 592981 Amount: 1,050.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345711	EMSP3133	May/18/2015	Jun/17/2015	1,050.00	0.00	1,050.00

CAL MOTO DBA CALIF BMW TRIUMPH
 2490 OLD MIDDLEFIELD WAY
 MTN VIEW
 CA 94043
 USA

CHK 592982 Amount: 1,437.79

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345127	5091257	Jun/02/2015	Jul/02/2015	667.29	0.00	667.29
00345128	5091342	Jun/04/2015	Jul/04/2015	770.50	0.00	770.50

CALIF SPORTS CENTER
 838 MALONE RD
 ATTN DAVID PETERSON
 SAN JOSE
 CA 95125
 USA

CHK 592983 Amount: 37,749.03

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345826	54288-54368	Jun/10/2015	Jul/10/2015	37,749.03	0.00	37,749.03

CALIFA GROUP
 32 W 25TH AVE STE 201
 SAN MATEO
 CA 94403
 USA

CHK 592984 Amount: 6,356.85

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344810	6598	Feb/05/2015	Mar/07/2015	6,356.85	0.00	6,356.85

Payment Cycle: WED

CORPORATE BILLING, LLC						
DEPT 959 PO BOX 1000						
MEMPHIS						
TN 38148						
USA						
CHK 592997 Amount: 194.45						
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345199	687286	Jun/05/2015	Jul/05/2015	194.45	0.00	194.45
COSTCO WHOLESALE						
999 LAKE DR						
ATTN: SANDRA FENTON						
ISSAQUAH						
WA 98027						
USA						
CHK 592998 Amount: 19,032.80						
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344988	63215-01 CPV MAY-201	Jun/04/2015	Jul/04/2015	19,032.80	0.00	19,032.80
COUNTY OF SANTA CLARA						
OFFICE OF THE SHERIFF						
55 W YOUNGER AVE						
FISCAL SVCS ACCTG UNIT						
SAN JOSE						
CA 95110-1721						
USA						
CHK 592999 Amount: 1,603.80						
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345765	1800047452	May/12/2015	Jun/11/2015	1,603.80	0.00	1,603.80
CREATIVE PRODUCT SOURCING INC						
3130 WILSHIRE BLVD #555						
SANTA MONICA						
CA 90403						
USA						
CHK 593000 Amount: 1,628.49						
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345117	85250	Jun/01/2015	Jul/01/2015	1,628.49	0.00	1,628.49

Payment Cycle: WED

FOUNDATION AND FRIENDS OF SANTA CLARA CITY LIBRARY
2635 HOMESTEAD RD
SANTA CLARA
CA 95051
USA

CHK 593020 Amount: 1,171.79

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345361	1052015	Jun/02/2015	Jun/02/2015	1,171.79	0.00	1,171.79

FRICKE-PARKS PRESS
33250 TRANSIT AV
UNION CITY
CA 94587-2035
USA

CHK 593021 Amount: 10,322.55

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345786	150920	Apr/21/2015	May/21/2015	10,322.55	0.00	10,322.55

FRONTIER FORD
3701 STEVENS CREEK BLVD
SANTA CLARA
CA 95051-7396
USA

CHK 593022 Amount: 117.33

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345142	602913	Jun/05/2015	Jul/05/2015	117.33	0.00	117.33

GARDENLAND POWER EQUIPMENT
196 CURTNER AVE
CAMPBELL
CA 95008-6102
USA

CHK 593023 Amount: 456.17

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344663	290160	May/27/2015	Jun/26/2015	111.62	0.00	111.62
00345110	291570	Jun/01/2015	Jul/01/2015	133.74	0.00	133.74
00345111	292571	Jun/04/2015	Jul/04/2015	15.21	0.00	15.21
00345148	290856	May/29/2015	Jun/28/2015	34.77	0.00	34.77
00345149	291861	Jun/02/2015	Jul/02/2015	27.20	0.00	27.20
00345502	292542	Jun/04/2015	Jul/04/2015	61.79	0.00	61.79
00345503	292551	Jun/04/2015	Jul/04/2015	23.99	0.00	23.99
00345504	292555	Jun/04/2015	Jul/04/2015	47.85	0.00	47.85

Payment Cycle: WED

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GE OIL & GAS COMPRESSION SYSTEMS LLC		CHK	593024	Amount:	2,070.38	
PO BOX 847108 DALLAS TX 75284-7108 USA						

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345817	90623388	Jun/03/2015	Jul/03/2015	2,070.38	0.00	2,070.38

GLOBAL RENTAL CO		CHK	593025	Amount:	6,905.63	
PO BOX 11407 BIRMINGHAM AL 35246-1384 USA						

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345371	3005273	May/19/2015	Jun/18/2015	4,078.13	0.00	4,078.13
00345372	3005787	May/26/2015	Jun/25/2015	2,827.50	0.00	2,827.50

GOLDEN GATE MOVING		CHK	593026	Amount:	650.00	
1416 SAN MATEO AVE SOUTH SAN FRANCISCO CA 94080 USA						

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345758	6/5/15	Jun/09/2015	Jul/09/2015	650.00	0.00	650.00

GOLDEN GATE TRUCK CENTER		CHK	593027	Amount:	5,490.91	
8200 BALDWIN ST OAKLAND CA 94621-1974 USA						

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345150	F005636393:02	Mar/03/2015	Apr/02/2015	5,434.45	0.00	5,434.45
00345151	F005653233:01	Jun/05/2015	Jul/05/2015	56.46	0.00	56.46

Payment Cycle: WED

00345564	150118	Jun/05/2015	Jul/05/2015	358.68	0.00	358.68
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IAN CHAMPENY
2345 BOHANNON DR
SANTA CLARA
CA 95050
USA

CHK 593032 Amount: 977.59

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345754	4/17/15-4/21/15	Jun/04/2015	Jun/04/2015	977.59	0.00	977.59

ICE US OTC COMMODITY MARKETS LLC
PO BOX 935278
ATLANTA
GA 31193-5278
USA

CHK 593033 Amount: 6,100.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345706	0515000868088	Jun/01/2015	Jul/01/2015	6,100.00	0.00	6,100.00

IMPERIAL SPRINKLER SUPPLY
1485 N MANASSERO ST
ANAHEIM
CA 92807
USA

CHK 593034 Amount: 551.94

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344688	2286469-00	May/20/2015	Jun/19/2015	28.00	0.00	28.00
00345344	2283219-00	May/18/2015	Jun/17/2015	523.94	0.00	523.94

IMPERIAL SPRINKLER SUPPLY INC
1485 N MANASSERO ST
ANAHEIM
CA 92807
USA

CHK 593035 Amount: 27.66

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345510	2292676-00	May/28/2015	Jun/27/2015	27.66	0.00	27.66

Payment Cycle: WED

JENNIFER L ROHRBACKER
MT TIRE SERVICE
498 TANFIELD LN
SAN JOSE
CA 95111
USA
CHK 593044 Amount: 1,140.87

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345170	2395	May/19/2015	Jun/18/2015	158.59	0.00	158.59
00345171	2398	May/19/2015	Jun/18/2015	35.00	0.00	35.00
00345172	2410	May/21/2015	Jun/20/2015	55.00	0.00	55.00
00345173	2411	May/21/2015	Jun/20/2015	60.00	0.00	60.00
00345174	2412	May/21/2015	Jun/20/2015	100.00	0.00	100.00
00345176	2420	May/26/2015	Jun/25/2015	219.78	0.00	219.78
00345178	2438	May/28/2015	Jun/27/2015	35.00	0.00	35.00
00345180	2439	May/28/2015	Jun/27/2015	60.00	0.00	60.00
00345181	2446	Jun/01/2015	Jul/01/2015	102.50	0.00	102.50
00345182	2453	Jun/02/2015	Jul/02/2015	110.00	0.00	110.00
00345183	2468	Jun/05/2015	Jul/05/2015	65.00	0.00	65.00
00345185	2469	Jun/05/2015	Jul/05/2015	25.00	0.00	25.00
00345186	2470	Jun/05/2015	Jul/05/2015	60.00	0.00	60.00
00345187	2471	Jun/05/2015	Jul/05/2015	55.00	0.00	55.00

JEROME C ZIS
THE LYRATONES
12260 VIA RONCOLE
SARATOGA
CA 95070-3061
USA
CHK 593045 Amount: 355.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345284	07/09/2015	Jun/09/2015	Jul/09/2015	355.00	0.00	355.00

JOHN ESPINOZA
4151 SENTER RD
SAN JOSE
CA 95111
USA
CHK 593046 Amount: 185.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345849	6/9/15 CLASS REFUND	Jun/09/2015	Jun/09/2015	185.00	0.00	185.00

Payment Cycle: WED

JOINT VENTURE:SILICON VALLEY NETWORK 100 W SAN FERNANDO ST #310 SAN JOSE CA 95113-2248 USA						
			CHK	593047	Amount:	9,000.00
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345734	391EDASCLA	May/20/2015	Jun/19/2015	9,000.00	0.00	9,000.00
JP ENTERPRISES 15125 FRANCESCA AVE HUGO MN 55038 USA						
			CHK	593048	Amount:	938.50
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345787	15-38346	Jun/01/2015	Jul/01/2015	938.50	0.00	938.50
KALLCENTS 417 2ND AVE WEST SEATTLE WA 98119 USA						
			CHK	593049	Amount:	23.89
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345766	E42516053115	May/31/2015	Jun/30/2015	23.89	0.00	23.89
KM & D MACHINE INC 1875 RUSSELL AVE SANTA CLARA CA 95054-2035 USA						
			CHK	593050	Amount:	461.00
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345166	26520	May/20/2015	Jun/19/2015	461.00	0.00	461.00

Payment Cycle: WED

LAERDAL MEDICAL CORP						
			CHK	593051	Amount:	53.59
LOCKBOX #4987						
PO BOX 8500						
PHILADELPHIA						
PA 19178						
USA						
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345710	2015/200034845	May/11/2015	Jun/10/2015	53.59	0.00	53.59
LAW ENFORCEMENT PSYCHOLOGICAL SERVICES INC						
			CHK	593052	Amount:	1,125.00
15251 NATIONAL AVE STE 201						
LOS GATOS						
CA 95032-2400						
USA						
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345122	1506875	Jun/03/2015	Jul/03/2015	1,125.00	0.00	1,125.00
LEXISNEXIS						
			CHK	593053	Amount:	560.00
PO BOX 894166						
LOS ANGELES						
CA 90189-4166						
USA						
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345308	1505034277	May/31/2015	Jun/30/2015	560.00	0.00	560.00
LIBERTY LIGHTING & FIXTURE						
			CHK	593054	Amount:	2,322.41
1800 DE LA CRUZ BLVD						
SANTA CLARA						
CA 95050						
USA						
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344691	36808	May/21/2015	Jun/20/2015	756.25	0.00	756.25
00345114	36826	May/26/2015	Jun/25/2015	416.30	0.00	416.30
00345115	36857	May/27/2015	Jun/26/2015	57.58	0.00	57.58
00345679	36944	Jun/04/2015	Jul/04/2015	1,092.28	0.00	1,092.28

Payment Cycle: WED

LIGHTHOUSE INC
 425 W 10TH ST
 SAN PEDRO
 CA 90731-3213
 USA

CHK 593055 Amount: 173.93

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345167	0155865	Jun/01/2015	Jul/16/2015	117.68	-1.98	115.70
00345169	0156643	Jun/03/2015	Jul/18/2015	59.16	-0.93	58.23

LINCOLN AQUATICS
 2051 COMMERCE AVE
 CONCORD
 CA 94520-4950
 USA

CHK 593056 Amount: 10,177.73

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345175	SI266438	Jun/03/2015	Jul/03/2015	7,949.13	0.00	7,949.13
00345408	SI265916	May/29/2015	Jun/28/2015	766.81	0.00	766.81
00345409	SI265914	May/29/2015	Jun/28/2015	791.38	0.00	791.38
00345410	SI265909	May/29/2015	Jun/28/2015	670.41	0.00	670.41

LISA KOW
 2373 WARBURTON AVE
 SANTA CLARA
 CA 95050
 USA

CHK 593057 Amount: 50.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345201	XMYUXM; REFRIG REB	Jun/08/2015	Jul/08/2015	50.00	0.00	50.00

LOUIE RAZO
 3381 PRINCETON WAY
 SANTA CLARA
 CA 95051
 USA

CHK 593058 Amount: 58.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345848	6/9/15 CLASS REFUND	Jun/09/2015	Jun/09/2015	58.00	0.00	58.00

Payment Cycle: WED

00345231	179319	Jun/04/2015	Jul/04/2015	46.97	0.00	46.97
00345232	179345	Jun/04/2015	Jul/04/2015	161.96	0.00	161.96
00345233	179395	Jun/04/2015	Jul/04/2015	35.68	0.00	35.68
00345234	179410	Jun/04/2015	Jul/04/2015	-41.19	0.00	-41.19
00345258	177813	May/27/2015	Jun/26/2015	148.41	0.00	148.41
00345569	179318	Jun/04/2015	Jul/04/2015	405.99	0.00	405.99
00345571	180205	Jun/09/2015	Jul/09/2015	88.98	0.00	88.98
00345572	180377	Jun/09/2015	Jul/09/2015	27.49	0.00	27.49
00345574	180400	Jun/09/2015	Jul/09/2015	-82.44	0.00	-82.44
00345579	180451	Jun/10/2015	Jul/10/2015	42.47	0.00	42.47
00345581	180546	Jun/10/2015	Jul/10/2015	27.94	0.00	27.94

NATHALIE ATANAZIO 3500 WEHNER DR # 3 SANTA CLARA CA 95051 USA						
		CHK	593071	Amount:		50.00
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345843	6/9/15 CLASS REFUND	Jun/09/2015	Jun/09/2015	50.00	0.00	50.00

NEWSBANK INC 397 MAIN ST PO BOX 1130 CHESTER VT 05143 USA						
		CHK	593072	Amount:		1,750.00
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344825	RN764144	Jan/02/2015	Feb/01/2015	1,750.00	0.00	1,750.00

NI GOVERNMENT SERVICES PO BOX 904039 CHARLOTTE NC 28290-4039 USA						
		CHK	593073	Amount:		156.00
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345659	5050996228	Jun/01/2015	Jul/01/2015	77.37	0.00	77.37
00345762	5050994931	Jun/01/2015	Jul/01/2015	78.63	0.00	78.63

Payment Cycle: WED

NO CALIF POWER AGENCY
FOR CVP CORP
651 COMMERCE DR
ATTN ACCOUNTS RECEIVABLE
ROSEVILLE
CA 95678
USA

CHK 593074 Amount: 300,000.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345703	CVP0615002	Jun/10/2015	Jul/10/2015	300,000.00	0.00	300,000.00

ONE WORKPLACE L FERRARI
PO BOX 49138
SAN JOSE
CA 95161-9138
USA

CHK 593075 Amount: 1,765.40

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345051	623517	May/28/2015	Jun/27/2015	1,765.40	0.00	1,765.40

ONESOURCE DISTRIBUTORS LLC
DEPT 842388
LOS ANGELES
CA 90084-2388
USA

CHK 593076 Amount: 6,169.88

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345788	S4720112.003	May/25/2015	Jun/24/2015	5,599.43	0.00	5,599.43
00345789	S4720112.002	May/18/2015	Jun/17/2015	570.45	0.00	570.45

OPEN ACCESS TECHNOLOGY
INTERNATIONAL INC
3660 TECHNOLOGY DR NE
MINNEAPOLIS
MN 55418
USA

CHK 593077 Amount: 2,036.91

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345374	111794	Jun/01/2015	Jul/01/2015	2,036.91	0.00	2,036.91

Payment Cycle: WED

00345685	51371	Mar/12/2015	Apr/11/2015	405.00	0.00	405.00
00345686	51570	May/29/2015	Jun/28/2015	1,370.00	0.00	1,370.00

PAETEC		CHK	593086	Amount:	4,765.65	
PO BOX 9001013 LOUISVILLE KY 40290-1013 USA						
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345340	58441773	May/22/2015	Jun/21/2015	4,765.65	0.00	4,765.65

PALMER ELECTRIC INC		CHK	593087	Amount:	102,528.93	
801-C AMERICAN ST ATTN: BRIAN IWASHITA SAN CARLOS CA 94070 USA						
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345712	R15-CDR-0137	Jun/10/2015	Jul/10/2015	35,489.80	0.00	35,489.80
00345713	R15-SLR-0138	Jun/10/2015	Jul/10/2015	67,039.13	0.00	67,039.13

PAPCO		CHK	593088	Amount:	1,051.32	
1895 S 10TH ST SAN JOSE CA 95112 USA						
Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345244	011O9583	Mar/11/2015	Apr/10/2015	-76.13	0.00	-76.13
00345246	011O7386	Mar/04/2015	Apr/03/2015	153.81	0.00	153.81
00345248	011O7326	Mar/04/2015	Apr/03/2015	717.16	0.00	717.16
00345249	011P7699	Apr/03/2015	May/03/2015	-81.56	0.00	-81.56
00345250	011R5582	Jun/01/2015	Jul/01/2015	214.34	0.00	214.34
00345584	011R7957	Jun/09/2015	Jul/09/2015	123.70	0.00	123.70

Payment Cycle: WED

PAPE' MATERIAL HANDLING	CHK	593089	Amount:	1,797.01
PO BOX 5077 PORTLAND OR 97208-5077 USA				

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345251	10091189	May/19/2015	Jun/18/2015	532.29	0.00	532.29
00345252	10091191	May/19/2015	Jun/18/2015	447.61	0.00	447.61
00345253	10091193	May/19/2015	Jun/18/2015	467.31	0.00	467.31
00345254	10092107	May/19/2015	Jun/18/2015	349.80	0.00	349.80

PARAGON PARTNERS LTD	CHK	593090	Amount:	110,694.29
5762 BOLSA AVE STE 201 HUNTINGTON BEACH CA 92649 USA				

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345316	0014146-IN	Apr/30/2015	May/30/2015	22,662.72	0.00	22,662.72
00345317	0014147-IN	Apr/30/2015	May/30/2015	36,909.37	0.00	36,909.37
00345318	0014148-IN	Apr/30/2015	May/30/2015	51,122.20	0.00	51,122.20

PINE CONE LUMBER CO	CHK	593091	Amount:	2,275.78
PO BOX 61207 SUNNYVALE CA 94088 USA				

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345689	590682	May/23/2015	Jun/22/2015	2,275.78	0.00	2,275.78

PRINTS CHARLES REPROGRAPHICS	CHK	593092	Amount:	547.28
1643 S MAIN ST MILPITAS CA 95035 USA				

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345702	57451	May/20/2015	Jun/19/2015	547.28	0.00	547.28

Payment Cycle: WED

PRIORITY 1 PUBLIC SAFETY EQUIP
INSTALLATION INC. CHK 593093 Amount: 17,405.20
425 HARBOR BLVD STE 6
BELMONT
CA 94002-4048
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345586	5093	Jun/09/2015	Jul/09/2015	2,506.69	0.00	2,506.69
00345589	5094	Jun/09/2015	Jul/09/2015	14,898.51	0.00	14,898.51

PROQUEST LLC CHK 593094 Amount: 2,685.00
6216 PAYSHERE CIR
CHICAGO
IL 60674
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344826	70342512A	Apr/23/2015	May/23/2015	2,685.00	0.00	2,685.00

RAHUS INSTITUTE, THE CHK 593095 Amount: 5,000.00
7966 MILL STATION RD
SEBASTOPOL
CA 95472
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345735	2015-62	Jun/09/2015	Jul/09/2015	5,000.00	0.00	5,000.00

RANGE MAINTENANCE SERVICES LLC CHK 593096 Amount: 1,900.00
PO BOX 2270
ARNOLD
CA 95223
USA

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345121	05281501	May/28/2015	Jun/27/2015	1,900.00	0.00	1,900.00

Payment Cycle: WED

SANTA CLARA UNIFIED SCHOOL DISTRICT TRANSPORTATION
 1889 LAWRENCE RD
 SANTA CLARA
 CA 95051
 USA

CHK 593113 Amount: 4,352.15

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345347	13-39	Aug/26/2013	Sep/25/2013	1,685.75	0.00	1,685.75
00345348	12-525	Jun/26/2013	Jul/26/2013	412.91	0.00	412.91
00345349	13-16	Jul/26/2013	Aug/25/2013	1,073.79	0.00	1,073.79
00345350	13-37	Aug/26/2013	Sep/25/2013	802.01	0.00	802.01
00345351	14-17	Jul/18/2014	Aug/17/2014	377.69	0.00	377.69

SANTA CLARA UNIFIED SCHOOL DIST
 1889 LAWRENCE RD
 ATTN: ASSIST SUPERINTENDENT
 BUSINESS SERVICES
 SANTA CLARA
 CA 95051
 USA

CHK 593114 Amount: 32,433.28

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344985	SCUSD PBI MAY-2015 I	Jun/03/2015	Jul/03/2015	9,272.50	0.00	9,272.50
00344987	SCUSD PBI PYMT MAY	Jun/03/2015	Jul/03/2015	23,160.78	0.00	23,160.78

SANTA CLARA WEEKLY
 PO BOX 580
 SANTA CLARA
 CA 95050-0580
 USA

CHK 593115 Amount: 2,760.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345531	1237788	Jun/07/2015	Jul/07/2015	1,008.00	0.00	1,008.00
00345690	1237789	Jun/07/2015	Jul/07/2015	1,032.00	0.00	1,032.00
00345760	1237790	Jun/07/2015	Jul/07/2015	720.00	0.00	720.00

Payment Cycle: WED

SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORT
 3095 YERBA BUENA RD
 SAN JOSE
 CA 95135-1598
 USA

CHK 593124 Amount: 700.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345124	215365	Apr/17/2015	May/17/2015	700.00	0.00	700.00

SPRINT
 PO BOX 4181
 CAROL STREAM
 IL 60197-4181
 USA

CHK 593125 Amount: 2,766.57

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345330	768555313-162	May/29/2015	Jun/28/2015	2,766.57	0.00	2,766.57

SPRINT
 PO BOX 4181
 CAROL STREAM
 IL 60197-4181
 USA

CHK 593126 Amount: 69.84

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345332	608262866-050	May/29/2015	Jun/28/2015	69.84	0.00	69.84

SPRINT
 PO BOX 4181
 CAROL STREAM
 IL 60197-4181
 USA

CHK 593127 Amount: 73.84

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345333	474262861-050	May/29/2015	Jun/28/2015	73.84	0.00	73.84

Payment Cycle: WED

TRANSPAC SYSTEMS, LLC	CHK	593144	Amount:	2,668.75
PO BOX 371533 LAS VEGAS NV 89137 USA				

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345339	158	Jun/06/2015	Jul/06/2015	2,668.75	0.00	2,668.75

TRENCHFREE, INC.	CHK	593145	Amount:	1,950.00
PO BOX U SAN JOSE CA 95151 USA				

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344969	1903	May/22/2015	Jun/21/2015	1,950.00	0.00	1,950.00

TRIMARK ERF, INC.	CHK	593146	Amount:	7,966.68
1200 7TH ST SAN FRANCISCO CA 94107 USA				

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345828	567919/1	Jun/01/2015	Jul/01/2015	7,966.68	0.00	7,966.68

UNIFIRST CORPORATION	CHK	593147	Amount:	2,691.27
2016 ZANKER RD SAN JOSE CA 95131 USA				

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345375	385 0144168	May/26/2015	Jun/25/2015	43.07	0.00	43.07
00345376	385 0145071	Jun/02/2015	Jul/02/2015	458.07	0.00	458.07
00345377	385 0145077	Jun/02/2015	Jul/02/2015	43.07	0.00	43.07
00345378	385 0145087	Jun/02/2015	Jul/02/2015	116.09	0.00	116.09
00345379	385 0145086	Jun/02/2015	Jul/02/2015	390.47	0.00	390.47
00345380	385 0145073	Jun/02/2015	Jul/02/2015	564.57	0.00	564.57
00345381	385 0144164	May/26/2015	Jun/25/2015	566.97	0.00	566.97
00345382	385 0144176	May/26/2015	Jun/25/2015	392.87	0.00	392.87

Payment Cycle: WED

00345383	385 0144177	May/26/2015	Jun/25/2015	116.09	0.00	116.09
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UNIQUE MGMT SERVICES INC		CHK	593148	Amount:	599.65	
PO BOX 1524 JEFFERSONVILLE IN 47131-1524 USA						

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345352	307299	Jun/01/2015	Jul/01/2015	599.65	0.00	599.65

UNITED PARCEL SERVICE		CHK	593149	Amount:	283.90	
PO BOX 894820 LOS ANGELES CA 90189-4820 USA						

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345331	00009882E5235	Jun/06/2015	Jul/06/2015	283.90	0.00	283.90

UNITED SITE SERVICES INC (FORMERLY ACME & SONS S)		CHK	593150	Amount:	991.96	
PO BOX 53267 PHOENIX AZ 85072-3267 USA						

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345196	114-2969465	May/26/2015	Jun/25/2015	178.12	0.00	178.12
00345363	114-2941168	May/14/2015	Jun/13/2015	145.73	0.00	145.73
00345364	1142948240	May/19/2015	Jun/18/2015	305.61	0.00	305.61
00345365	114-2970892	May/27/2015	Jun/26/2015	362.50	0.00	362.50

UNIVERSAL TRUCK BODY & WELDING SVC		CHK	593151	Amount:	583.84	
3730 BASSETT ST BLDG A SANTA CLARA CA 95054 USA						

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345612	SM-1579	May/20/2015	Jun/19/2015	192.42	0.00	192.42
00345614	SM-1580	May/20/2015	Jun/19/2015	391.42	0.00	391.42

Payment Cycle: WED

UPIN INC DBA BENCHMARK ENVIRONMENTAL ENGINEER
 3732A CHARTER PARK DR
 SAN JOSE
 CA 95136-1355
 USA

CHK 593152 Amount: 1,419.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344963	E15-690	May/18/2015	Jun/17/2015	439.00	0.00	439.00
00344970	E15-787	May/21/2015	Jun/20/2015	980.00	0.00	980.00

USB SOLAR MASTER TENANT 2010 LLC
 55 ALMADEN BLVD, STE 1
 C/O BRIDGE BANK
 SAN JOSE
 CA 95113
 USA

CHK 593153 Amount: 63,990.40

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345272	64111-01 CPV MAY-201	Jun/05/2015	Jul/05/2015	63,990.40	0.00	63,990.40

UTILITY SERVICE CO INC
 PO BOX 674233
 DALLAS
 TX 75267-4233
 USA

CHK 593154 Amount: 697,110.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00345771	APPLICATION 4	Feb/12/2015	Mar/14/2015	697,110.00	0.00	697,110.00

VAIDHYANATHAN GANESHAN
 NATHAN NOTARY
 3113 PINOT GRIGIO PL
 SAN JOSE
 CA 95135
 USA

CHK 593155 Amount: 100.00

Voucher ID	Invoice Number	Invoice Date	Due Date	Amount	Discount	Net Amount
00344972	47	Jun/01/2015	Jul/01/2015	100.00	0.00	100.00

ORACLE

Report ID: APY2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

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Run Date 6/16/2015

Run Time 10:53:04 AM

Payment Cycle: WED

Total Requirements for Bank Account: 14991-13283

2,804,987.89

-5.15

2,804,982.74 USD

End of Report

6-23-15

CLOSED SESSION REQUEST

16B



City of Santa Clara, California



It is requested the **CITY COUNCIL OF THE CITY OF SANTA CLARA** meet in closed session on **Tuesday, July 7, 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: June 19, 2015

RICHARD E. NOSKY, JR.
City Attorney