City of Santa Clara

Joint Meeting Agenda of the City Council and Authorities Concurrent & Santa Clara Stadium Authority Board

Tuesday, April 7, 2026 **5:30 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting City Council meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

- Via Zoom:
  - o https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - o Phone 1(669) 900-6833

How to Submit Written Public Comment Before City Council Meeting:

1. Use the eComment tab located on the City Council Agenda page (https://santaclara.legistar.com/Calendar.aspx). eComments are directly sent to the iLegislate application used by City Council and staff, and become part of the public record. eComment closes 15 minutes before the start of a meeting.
2. By email to clerk@santaclaraca.gov by 12 p.m. the day of the meeting. Those emails will be forwarded to the Council and will be uploaded to the City Council Agenda as supplemental meeting material. Emails received after the 12 p.m. cutoff time up through the end of the meeting will form part of the meeting record. Please identify the Agenda Item Number in the subject line of your email. **NOTE:** Please note eComments and Emails received as public comment **will not** be read aloud during the meeting.

Agendas, Staff Reports and some associated documents for City Council items may be viewed on the Internet at https://santaclara.legistar.com/Calendar.aspx

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the City Clerk at Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, CA 95050 at the same time that the public records are distributed or made available to the legislative body. Any draft contracts, ordinances and resolutions posted on the Internet site or distributed in advance of the Council meeting may not be the final documents approved by the City Council. For the final document, you may contact the Office of the City Clerk at (408) 615-2220 or Clerk@santaclaraca.gov.

Closed Session - 5:30 PM | Regular Meeting - 7:00 PM

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of Quorum

1. **26-362** Conference With Legal Counsel--Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9
Number of Potential Cases: 1
Claimant: 1220 Santa Clara Propco, LLC (STACK Infrastructure, Inc.), claim attached

Public Comment

The public may provide comments regarding the Closed Session item(s) just prior to the Council beginning the Closed Session. Closed Sessions are not open to the public.

Convene to Closed Session (Sparacino Conference Room)

7:00 PM JOINT CITY COUNCIL/STADIUM AUTHORITY BOARD MEETING

Call to Order in the Council Chambers

Pledge of Allegiance and Statement of Values

Roll Call

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

2.A 26-381 Presentation from Valley Transportation Authority

2.B 26-294 Proclamation of April 19-25, 2026 as National Library Week

2.C 26-303 Proclamation of April 2026 as Autism Awareness Month

2.D 26-304 Proclamation of April 2026 as American Muslim Appreciation and Awareness Month

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.]

3.A 26-7 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Governance and Ethics Committee Special Meeting - January 16, 2026
Governance and Ethics Committee Special Meeting - October 30, 2025
Station Area Task Force - November 20, 2025
Audit Committee - September 22, 2025
Audit Committee - November 24, 2025
Charter Review Committee Meeting - October 1, 2025
Charter Review Committee Meeting - October 22, 2025
Charter Review Committee Meeting - November 19, 2025
Charter Review Committee Meeting - January 21, 2026
Charter Review Committee Meeting - February 18, 2026

3.B 26-62 Action to Authorize City Manager to Negotiate and Execute on Materials Testing and Special Inspection Services Agreements for Public Works Projects with Achievement Engineering Corp.; CTE Cal, Inc.; ISI Inspection Services, Inc.; Ninyo & Moore Geotechnical and Environmental Sciences Consultants; Signet Testing Labs, Inc.; and Twining, Inc.

Recommendation:

1. Authorize the City Manager to negotiate and execute agreements with Achievement Engineering Corp ($350,000), CTE Cal, Inc. ($350,000), ISI Inspection Services, Inc. ($350,000), Ninyo & Moore Geotechnical and Environmental Sciences Consultants ($350,000), Signet Testing Labs, Inc.($350,000), and Twining, Inc. ($350,000) to perform on-call materials testing and special inspection services, each with a an initial maximum compensation of $350,000, for a combined amount not-to-exceed $2,100,000 over the three-year terms of the agreements, in forms substantially similar to Attachment 1 and subject to the final approval as to form by the City Attorney;
2. Authorize the City Manager to amend agreement not-to-exceed amounts as long as the cumulative total of all the agreements does not exceed $2,100,000 subject to annual appropriations; and
3. Authorize the City Manager to exercise up to two one-year extensions for each agreement and make minor modifications to the agreements, if necessary.

3.C **26-63** Action to Authorize the City Manager to Negotiate and Execute Construction Management and Inspection Services Agreements for Public Works Projects with 4Leaf Inc., Consor North America, Inc., CSG Consultants, Swinerton Management & Consulting, LLC, and Zoon Engineering

Recommendation:

1. Authorize the City Manager to negotiate and execute agreements with 4Leaf Inc., Consor North America, Inc., CSG Consultants, Swinerton Management & Consulting, LLC, and Zoon Engineering, each with an initial maximum compensation amount of $1,600,00, to perform on-call construction management and inspection services for a combined amount not-to-exceed $8,000,000 over the initial three-year terms of the agreements, in forms substantially similar to Attachment 1 and subject to the final approval as to form by the City Attorney;
2. Authorize the City Manager to exercise up to two, one-year extensions for each agreement and make minor modifications to the agreements, if necessary; and
3. Authorize the City Manager to adjust compensation amounts between the agreements and to amend agreement not-to-exceed amounts up to an aggregate amount of $10,000,000 subject to budget appropriations.

3.D **26-380** Update to Council on Charter Review Committee Progress with its Assigned “Charter Project” Proposed Plan for Charter Reorganization, and Proposed Schedule for City Council Consideration and Action

Recommendation: Note and file the report.

3.E **26-148** Action on Resolution Establishing the Political Campaign Voluntary Expenditure Limit and Campaign Contribution Limits for the November 3, 2026, Municipal Election; Information on Levine Act (SB1439) Requirements

Recommendation: Adopt a Resolution establishing the Political Campaign Voluntary Expenditure Limit and Campaign Contribution Limit for the November 3, 2026 General Municipal Election with:

1. The voluntary expenditure limit based on CPI adjustments set to $55,890 for city-wide contests and $29,590 for district-based contests; and
2. The individual campaign contributions based on CPI adjustments set to $760 for candidates who accept the voluntary expenditure limit and $380 for candidates who do not accept the voluntary expenditure limit.

3.F **26-387** Action on the 2026 City Council Priority Setting Session Framework

Recommendation: Approve the 2026 City Council Priority Session Framework and Annual City Council Priority Setting Session Framework.

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.A **26-301** Action on Stadium Authority Bills and Claims for the Month of February 2026

Recommendation: Approve the list of Stadium Authority Bills and Claims for February 2026.

4.B **26-224** Action on Amendment No. 5 to the Agreement with Bear Electrical Solutions, LLC for On-Call Electrical Maintenance and Repair Services at Levi's Stadium to Extend the Agreement for Up to Six Months

Recommendation: Approve the Stadium Manager's request to execute an Amendment No. 5 to the Agreement with Bear Electrical Services, LLC to extend the term of the agreement on a month-to-month basis, not to exceed six months, commencing on May 5, 2026, in an amount not to exceed $250,000 for the fifth contract year and the month-to-month extension and a total not to exceed amount of $2,020,000 for the entire term of the Agreement.

PUBLIC PRESENTATIONS

[This item is reserved for persons to address the Council or authorities on any matter not on the agenda that is within the subject matter jurisdiction of the City or Authorities. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The governing body, or staff, may briefly respond to statements made or questions posed, and appropriate body 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 the speaker card available in the Council Chambers.]

CONSENT ITEMS PULLED FOR DISCUSSION

5. **26-364** Action on an Amendment No. 1 to the Agreement with West Coast Turf for the Supply, Delivery, and Installation of Sod for the Field at Levi's Stadium to Extend the Term by One Year, Increase the Total Agreement Amount, Update the Compensation and Fee Schedule, and Delegate Authority to the Executive Director for Future Amendments
(DEFERRED FROM MARCH 24, 2026)

Recommendation:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 1 with West Coast Turf for supply, delivery, and installation of sod services at Levi's Stadium to increase the maximum compensation by $1,600,000 to cover services from April 1, 2026 to March 31, 2027 and update the compensation and fee schedule to reflect Exhibit B-2 and Schedule A-1;
2. Authorize the Executive Director to approve future amendment to the Agreement with West Coast Turf to exercise the final one-year option for the fifth contract year, increase the not-to-exceed amount by $1,680,000 to cover services from April 1, 2027 to March 31, 2028, and adjust the compensation fee schedule to reflect rate increases not to exceed 5% upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations;
3. Authorize the Executive Director to approve future amendment to the Agreement with West Coast Turf, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028, increase the not-to-exceed amount by $840,000 to cover up to six months of services, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations; and
4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $8,920,000.

6. **26-366** Action on Monthly Financial Status and Investment Reports for December 2025 and Approve the Related Budget Amendments (ITEMS 2b AND 2e CONTINUED FROM MARCH 10, 2026) DEFERRED FROM MARCH 24, 2026

Recommendation: 2. Approve the FY 2025/26 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 1 of the staff report):

b. In the Downtown Parking Maintenance District Fund, transfers funding to the Public Buildings Fund and decreases the unrestricted ending fund balance, with a net impact of $0; and

e. In the Public Buildings Capital Fund, recognizes a transfer from the Downtown Parking Maintenance District Fund and establishes a Public Facilities Paid Parking project, with a net impact of $180,000.

Five affirmative Council votes required to appropriate additional revenue, allocate unused balances

PUBLIC HEARING/GENERAL BUSINESS

7. **26-244** Public Hearing: Action on Appeal (PLN26-00094) of a Project Located at 2892 Mesquite Drive for Planning Commission's Affirmation of an Approval of an Architectural Review Permit (PLN25-00561) Decision from the Development Review Hearing for a 621 Square Foot First Floor Addition and a 397 Square Foot Second Floor Addition to an Existing Two-Story 2,081 Square Foot Single-Family Residence with a 500 Square Foot Attached Garage on a 7,351 Square Foot Lot. CEQA Status: Exempt from CEQA per Section 15301

Recommendation:

1. Determine the project to be exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15301 (Class 1 - Existing Facilities); and
2. Adopt a resolution to overrule the appeal and affirm the decision of the Planning Commission to approve the Architectural Review for the construction of a 621 square foot first floor addition and a 397 square foot second floor addition to an existing two-story 2,081 square foot single-family residence with a 500 square foot attached garage on a 7,351 square foot lot at 2892 Mesquite Drive, subject to findings and conditions of approval.

8. **26-377** Reconsideration of Action on an Agreement with Peregrine Technologies, Inc. for a Data Integration Platform and Professional Services for a Not-to-Exceed Amount of $2,802,002 Over a Ten-Year Term and to Approve the Related Budget Amendment

Recommendation:

1. Authorize the City Manager or designee to execute an agreement with Peregrine Technologies, Inc. (Agreement) for an enterprise Data Integration Platform and related professional services for an initial five-year term with a maximum amount not-to-exceed $1,179,690, subject to the appropriation of funds and approval of final form by the City Attorney;
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement, including (a) exercising up to five one-year options to extend the Agreement term, and (b) negotiating and executing amendment(s) to the Agreement to (i) increase the maximum compensation by up to $1,622,311 (inclusive of $254,727 contingency for initial and optional terms) for a total aggregate not-to-exceed amount of $2,802,001 over the full ten-year term, (ii) add or delete services consistent with the scope of services, and (iii) make de minimis changes, subject to the appropriation of funds and approval as to form by the City Attorney; and
3. Approve the FY 2025/26 Budget Amendment in the General Fund to increase the Police Department budget in the amount of $244,420 and decrease the Budget Stabilization Reserve in the amount of $244,420 (five affirmative Council votes required for the use of unused balances).

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next scheduled special meeting is on Tuesday, April 14, 2026 in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

STREAMING SERVICES: As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15), or the livestream on the City's YouTube channel or Facebook page.

Note: The public cannot participate in the meeting through these livestreaming methods; livestreaming capabilities may be disrupted at times, viewers may always view and participate in meetings in-person and via Zoom as noted on the agenda.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive $30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

26-362 **Agenda Date: 4/7/2026**

SUBJECT

Conference With Legal Counsel--Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9
Number of Potential Cases: 1
Claimant: 1220 Santa Clara Propco, LLC (STACK Infrastructure, Inc.), claim attached

STACK INFRASTRUCTURE

CITY OF SANTA CLARA
OFFICE OF THE CITY CLERK
2024 JUN 25 PM 2:42

J. Arnold over the Counter

June 24, 2024

Hosam Haggag
City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Re: Claim Against the City of Santa Clara Regarding False Promises Made by Silicon Valley Power

Dear Mr. Haggag:

Pursuant to City of Santa Clara Code § 1.15.020, I am submitting a claim on behalf of 1220 Santa Clara Propco, LLC against the City of Santa Clara for actions taken by Silicon Valley Power ("SVP"). The information required by City of Santa Clara Code § 1.15.030 and California Government Code § 910 is set out below along with the required information.

(a) The name and post office address of the claimant.

1220 Santa Clara Propco, LLC
1100 Memorex Dr,
Santa Clara, CA 95050

(b) The post office address to which the person presenting the claim desires notices to be sent.

1220 Santa Clara Propco, LLC
c/o STACK Infrastructure, Inc.
1700 Broadway, Suite 1750
Denver, Colorado 80290
Attn: Timothy Kuester, Chief Legal and Administrative Officer

(c) The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.

1220 Santa Clara Propco, LLC, a Delaware limited liability company ("STACK") is the current owner of SVY02A, a data center facility it constructed at 1200 Memorex Drive in Santa Clara, CA. STACK became the owner of SVY02A in 2022 and head of the Development Team.

When the original developer of the facility came to Santa Clara in 2018, it detailed its intention to develop a data center that would effectively require 90 MW of load, *i.e.* 100 MVA, by 2023. In the summer of 2021, the developer updated the load forecast as follows:

2022	2023	2024	2025	2026-31
18 MVA	35 MVA	53 MVA	70 MVA	86 MVA

The final EIR, entitlements and building permit approved by the City Council on November 9, 2021, was for a data center with a substation capacity of a nominal 100 MVA. At that point in time, neither the City nor SVP provided any indication that SVP would be unable to serve this load or load ramp. With Santa Clara's and SVP's full knowledge and approval, the Development Team commenced construction in January 2022 on a building that would require 86 MVA.

Only *after construction had begun* and the Development Team had made firm commitments to the project – including execution of contracts and commitments required for construction to proceed – did SVP provide the developer with a draft substation agreement, entitled *Substation Agreement by and between the City of Santa Clara, California and 1220 Santa Clara Propco, LLC* (hereinafter "Substation Agreement"). With that document, SVP indicated for the first time that it might have serious difficulties meeting the project's electrical requirements. Instead of reflecting the load ramp previously provided to SVP, the Substation Agreement proposed a flat load ramp that topped out at roughly a third of the building design capacity. Specifically, the Substation Agreement provided the following load ramp, one that fell massively short at every milestone:

2022	2023	2024	2025	2026	2027-31
1 MVA	4.5 MVA	5 MVA	18 MVA	28 MVA	31 MVA

The Development Team expressed immediate concerns about the enormous discrepancy between what the Substation Agreement draft provided and what the Development Team needed for the building to serve its intended use and design as a data center facility. SVP told the Development Team not to worry because SVP "was in the business of selling power" and if more power was needed, SVP would provide it. Based on those statements by SVP, the Development Team continued construction and signed the Substation Agreement on May 5, 2022, only after being induced by and relying upon SVP's repeated assurances that SVP would be able to supply the capacity needed by the data center.

The following year, at a meeting with SVP representatives on June 27, 2023, SVP dramatically changed its position regarding the ability to provide the required power to the data center. At that meeting, SVP told STACK that it should not expect any electrical capacity beyond what was stated in the Substation Agreement. At that point, the data center building construction was largely complete, leaving STACK and its partners with a building that could not be leased for anything approaching its designed capacity.

SVP's failure to make good on its promises that it would provide the electrical capacity needed by STACK and its partners to lease the data center building is the basis for a claim of promissory estoppel against SVP. By 2024, STACK and its partners expected, based on previous assurances by SVP, that SVP would be able to serve 53 MVA of load at the building. Currently, SVP is only willing or able to

serve barely one tenth of this figure, *i.e.*, only 4.5 MVA. This has severely impacted the commercial viability of a data center building specifically designed for tenants with substantial electrical demand. STACK's and its partners' reasonable reliance on SVP's representations that SVP would provide the needed capacity that was communicated to SVP at multiple stages of planning has led to this situation.

Three months after completing construction in December 2023, things got even worse. On March 14, 2024, SVP told STACK that it should not expect even the Substation Agreement's already insufficient load ramp schedule to be achieved. On that day, STACK and its partners learned that SVP would not provide more than 18 MVA until 2028, at the earliest, effectively delaying capacity increases at the building by three years relative to the already insufficient capacity set forth in the Substation Agreement. Thus, while the Substation Agreement said STACK could expect 28 MVA in 2026 and 31 MVA by 2027, SVP was now saying it would be capped at 18 MVA starting in 2025 until, at least, 2028. (And, even then, if and when SVP is able to supply the 31 MVA stated in the Substation Agreement, that would still only be a third of what STACK has continuously communicated the building needs for it to be fully utilized for its intended and designed purpose.)

This delay is a breach of the Substation Agreement. It provides:

> SVP will use **commercially reasonable efforts** to provide the Customer with the requested Available Capacity as described in the Available Capacity Schedule in Exhibit E attached hereto and this will be the Customer's obligation to utilize the Available Capacity based upon the Available Capacity Schedule in Table E1.[1]

Substation Agreement at Recital E (emphasis added).

SVP breached the Substation Agreement commitment by failing to make "commercially reasonable efforts" given its inaccurate load forecasting and inexplicable delays in commencing projects which it knew were necessary for SVP to provide the electrical capacity promised in the Substation Agreement. This is evident from SVP's own documents.

Inaccurate Load Forecasting

SVP failed to make commercially reasonable efforts to provide the Customer with the requested Available Capacity by deliberately understating to California energy regulators and transmission planners the expected load of the data center. SVP is required to give its load estimate to the California Energy Commission ("CEC") for its Integrated Energy Policy Report ("IEPR") every year as required by California Code of Regulations, Title 20, section 1345. This information is used for, among other things, transmission planning decisions made by the California Independent System Operator ("CAISO") and participating transmission owners about what transmission upgrades or projects should be advanced.

When SVP asked the original developer of the project for a load estimate on September 1, 2020, the original developer provided the expected load ramp at that time, which was:

2021	2022	2023	2024

[1] Table E-1 indicates that 18 MW of load can be served starting in 2025, 28 MW in 2026, and 31 MW in 2027.

16	23 MVA	67 MVA	86 MVA

Unbeknownst to STACK, however, SVP did not provide the load ramp information that had been provided and instead provided a false load forecast to the CEC on December 17, 2020, one that suggested SVP would only serve half of the requested capacity and do so at a much slower pace.

2022	**2023**	**2024**	**2025**	**2026**	**2027-31**
0	9 MVA	21 MVA	33 MVA	45 MVA	48 MVA

See The City of Santa Clara dba Silicon Valley Power Comments on December 17, 2021, Docket No 20-IEPR-03, Document No. 235998.[2]

SVP never told the facility developer in 2020, more than a year before construction began, that it was only planning to serve a small portion of the projected load. This was no more commercially reasonable than for SVP to mislead the CEC and the other state energy authorities, including the CAISO which rely upon the CEC's load forecast for its planning of the transmission lines needed to get electricity from the CAISO controlled grid to SVP. By understating the load ramp SVP laid some of the groundwork for SVP's current capacity shortfall.

Delays in Construction of SVP's Network Upgrades

Soon after the Substation Agreement was signed in December 2022, SVP provided a *Customer System Impact Report Summary*, which indicated that there would be 31.4 MW available at Memorex Junction in 2027. The availability of this amount of capacity was premised on the following SVP upgrades being completed by the dates shown below:

- Northern Receiving Station Upgrades– **5/30/2025**
- Scott Receiving Station rebuild – **4/30/2025**
- Kifer Receiving Station rebuild – **4/30/2025**
- New 115 kV Tx line between Northern and Kifer Receiving Stations – **6/1/2027**

SVP has not met (or even tried to meet) these dates. In a bi-annual report to the Santa Clara City Council in March 2024, SVP indicated that the key projects needed for SVY02A to exceed 18 MVA were years behind schedule, including:

- Northern Receiving Station Upgrades: not complete until **mid-2027 (2 years behind schedule)**.
- Scott Receiving Station work: not complete until **late 2028 (more than 3 years late)**;

[2] This document is available at https://efiling.energy.ca.gov/Lists/DocketLog.aspx?docketnumber=20-IEPR-03 .

- Kifer Receiving Station work: not complete until **early 2029 (almost 4 years behind schedule)**; and
- New 115 kV Tx line between Northern and Kifer Receiving Stations: not complete until, at the earliest, **end of 2027**.[3]

The delayed in-service dates for these projects constitute breaches by SVP to make the commercially reasonable efforts required under the Substation Agreement to construct the necessary infrastructure to provide the load ramp provided in the Substation Agreement. Instead of making commercially reasonable efforts to meet the in-service dates, SVP has simply extended the dates to STACK's detriment and in breach of the Substation Agreement. SVP's failure to make commercially reasonable efforts to build the required network upgrades on schedule has contributed to STACK's inability to lease the empty data center.

Timeline

To facilitate review of this claim, STACK has included a timeline in the attached appendix which briefly sets forth the key dates relating to this claim, including the Memorex facility's load energization request, the response of SVP to that request, the false load forecast reports SVP provided to the CEC, and SVP's delayed construction schedule for upgrades required to meet the already much-reduced required capacity for the facility.

(d) A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim.

STACK has incurred substantial losses as a result of its reliance on SVP's promises that adequate electrical capacity would be provided. SVP's breach of those promises has resulted in losses due to STACK's inability to make productive use of the fully constructed data center building, which, with the land and interest expense, cost in excess of $300 million. STACK has also suffered the loss of rent for the data halls which STACK cannot lease because SVP has failed to provide the promised additional electrical capacity required by the customers who have use of this type of data center building.

STACK's losses include not only past lost rents but also lost future rents because of the ongoing uncertainty regarding if and when SVP will complete the necessary infrastructure required to provide even the much-diminished electrical capacity stated in the Substation Agreement versus what SVP originally promised it would serve.

In sum, SVP failed to make good on its original promise to meet STACK's needs notwithstanding the Substation Agreement's terms and then its failure, as promised in the Substation Agreement, to even deliver the reduced amount of capacity stated there. As a result, STACK's ability to lease SVY02's data halls now or in the future has been severely compromised. The facility is ready for use, but potential customers have not leased the available data hall space given continuing uncertainty about SVP's ability to make good on its representations regarding capacity. Thus, STACK has a substantial claim for damages for lost lease payments both now and in the future and other damages to be proven

[3] It is all but certain that the current six-month delay for the in-service date of the new 115 kV transmission line between the Northern and Kifer Receiving Stations will slip further because SVP has only just begun the environmental review process for this project.

at trial should a lawsuit be necessary. STACK estimates that the leasing delays thus far have cost STACK in excess of $13 million for every 6 MW of capacity SVP is unable to serve as originally promised.

In addition to the substantial claim for damages, STACK will also be seeking reimbursement for costs intended to mitigate its damages. In that vein, STACK is considering the installation of onsite generation to make up for some of the current capacity shortfall that was previously promised by SVP, which is estimated to cost in excess of $50 million over five years.

(e) The name or names of the public employee or employees causing the injury, damage, or loss, if known.

Manuel Pineda, Chief Electric Utility Officer of Silicon Valley Power

(f) The amount claimed if it totals less than ten thousand dollars ($10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars ($10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.

The amount of the claim exceeds $10,000 and the claim would not be a limited civil case.
If you need further information regarding this claim, please let me know. I can be reached by email at tkuester@stackinfra.com.

Sincerely,

Timothy Kuester
On behalf of 1220 Santa Clara Propco, LLC
Chief Legal and Administrative Officer

APPENDIX: Timeline

DATE	EVENT
DATES RELATING TO STACK LOAD REQUEST	
2018	Memorex facility developer informs SVP that the facility's load will be 90 MW, *i.e.* 100 MVA.
September 1, 2020	Memorex facility developer provides load ramp to SVP indicating load will be 86 MVA by 2024.
December 17, 2020	SVP provides a false load forecast to California Energy Commission (CEC) indicating that SVP would only serve 48 MVA from 2027-31; SVP never informs Memorex facility developer that it does not intend to provide the 86 MVA as requested.
July 23, 2021	Memorex facility developer provides load ramp forecast to SVP indicating that load will be 86 MVA by 2026.
November 9, 2021	City of Santa Clara approves EIR for the nominal 100 MVA data center.
January 2022	STACK commences construction of data center.
January 2022	SVP subsequently provides STACK with draft Substation Agreement that limits capacity to 31 MVA but assures STACK "it is in the business of selling power" and if "if more power was needed, SVP would provide it." Construction on project continues.
February 16, 2022	SVP reports to CEC that the 10-year load forecast is 31 MVA for 2028-2032
April 25, 2022	Substation Agreement executed with maximum of 31 MVA for 2027-31
Throughout 2022 and until June 26, 2023	SVP repeatedly assures STACK that SVP will be able to provide additional energization capacity beyond what is provided for in the Substation Agreement

June 27, 2023	At meeting to discuss capacity issue, SVP tells STACK for the first time that it should not expect any electrical capacity beyond the 31 MVA stated in Substation Agreement.
March 14, 2024	SVP tells STACK not to expect more than 18 MVA until 2028 (despite Substation Agreement promising 31 MVA and the developer having requested 86 MVA).
DATES RELATING TO CONSTRUCTION OF SVP'S NETWORK UPGRADES	
December 5, 2022	SVP provides system impact study to STACK indicating that all network upgrades on SVP's system needed to serve STACK's load will be in operation in time to meet the schedule in the Substation Agreement
March 2024	SVP provides update to Santa Clara City Council regarding progress on the network upgrades on SVP's system needed to serve STACK's load and reports that **all** of the projects required for the Memorex project are significantly delayed, in some cases by as much as four years.

Morgan Lewis

1400 Page Mill Rd
Palo Alto, CA 94304
United States

TO: Hosam Haggag
City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

CITY OF SANTA CLARA
OFFICE OF THE CITY CLERK
2024 JUN 25 PM 2:42

26-381 **Agenda Date: 4/7/2026**

REPORT TO COUNCIL

SUBJECT
Presentation from Valley Transportation Authority

BACKGROUND
The Valley Transportation Authority (VTA) was created in 1972 by the Santa Clara County Transit District Act and provides bus, light rail, and paratransit services as well as participates as a funding partner in regional rail service including Caltrain, Capitol Corridor, and the Altamont Corridor Express. As the County's congestion management agency, the VTA is responsible for countywide transportation planning, including congestion management, design and construction of specific highway, pedestrian, and bicycle improvement projects, as well as promotion of transit-oriented development.

DISCUSSION
The VTA will provide an overview of a regional transportation sales tax measure that is expected to be on the November 3, 2026 ballot. The VTA is also seeking City input on a local investment plan. VTA General Manager Carolyn Gonot, Assistant General Manager Greg Richardson, or Board Chair Sergio Lopez will participate in the presentation.

ENVIRONMENTAL REVIEW
This is an information report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT
There is no fiscal impact.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

Approved by: Jovan Grogan, City Manager

26-294 **Agenda Date: 4/7/2026**

REPORT TO COUNCIL

SUBJECT

Proclamation of April 19-25, 2026 as National Library Week

BACKGROUND

National Library Week (April 19-25, 2026) is an annual celebration highlighting the valuable role that libraries, librarians, and library workers play in transforming lives and strengthening our communities. Libraries are inclusive places, and the Santa Clara City Library ("Library") celebrates the joy in bringing our community together for stories, information, public spaces and community gatherings. Here in Santa Clara, the Library is where people of all ages, backgrounds and beliefs are welcome.

The theme of National Library Week 2026 is "Find Your Joy," and 2026 already looks to be a joyful year at the Library. With support from City Council, the Library has finalized its 3-year Strategic Plan and 20-year Facilities Master Plan. These studies build on data, demographics, and strong community engagement to inform and develop a vision of the future of our Library services and facilities, where all are welcomed to "Discover what's possible."

The residents of the City of Santa Clara saw a need for a local library as far back as 1870, when the Santa Clara Library Association formed and collected over 300 volumes to share with residents at the Odd Fellows Hall on Washington and Franklin Streets. Since the construction of the first Library in 1955, where the Mission Branch Library now stands, the possibilities and resources shared with City residents have grown exponentially. From multilingual artificial intelligence programs and story times to teen library card design contests, STEM Zone and Comic Con events, the first small 19th century Library collection has grown into a dynamic library system and community hub with a strong, diverse collection and programming that brings people together. In the 2026 Every Story Counts statewide survey, Santa Clara respondents most frequently identified the Library strengths as services and books for youth (including storytime), the quality and breadth of the physical collection, and friendly and helpful staff. The survey found that the most common reasons to use the library was to borrow items, attend programs, use the space, get information, and to learn or try something new.

The Library welcomed 753,139 visitors in FY 2024-25, and increased investment in our diverse collection of materials including a greater selection of e-books, e-resources or digital databases, and audiobooks. Circulation of library materials has increased 25% from the prior year, to 1,863,357 in FY 2024-25. Community members come to the Library eager for books, music and movies; computers and tech help; community rooms, individual and group study and work spaces; the Library of Things; and programs and services for all ages. Entertainment and informational, educational, cultural and language resources are available for all ages, with books and materials circulating in over eleven languages in FY 2024-25, featuring Japanese, Chinese, Spanish, Korean, Ukrainian, Hindi, Arabic, Turkish, Russian, French, and Vietnamese.

The Library also plays a critical role in supporting the needs of the Santa Clara community by providing assistance to job seekers, small businesses, and entrepreneurs from all economic, social and cultural backgrounds through internet and technology access, literacy skill support, and connection to services, resources and information. By providing opportunities for all members of the community to gather and connect over shared interests, programs, and meeting spaces for local individuals and groups, the Library provides accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals.

DISCUSSION

The theme for the American Library Association's ("ALA") National Library Week 2026, "Find Your Joy," was chosen to express how libraries provide free, welcoming, open-to-all spaces for communities to find and share stories and knowledge, connection and inspiration. National Library Week takes place from April 19-25, 2026, and is celebrated across the country.

The proclamation of April 19-25, 2026 as National Library Week raises awareness of how the Santa Clara City Library works to improve the quality of life for all Santa Clara residents. These efforts materialize every day in the free and welcoming spaces, collections, services and programs designed to nurture the intellectual freedom, cultural expression and social health and connection of the community. The Library concretely supports the intellectual freedom and freedom to read of its community by providing a diverse and balanced collection including challenged and banned books, accessible and shared through displays and book lists, so community members of all economic situations have the resources to read and think freely.

The Library invites the community to participate in National Library Week this April 19-25, 2026 by visiting the library and sharing what books, programs and events brought them the most joy this year. The community is invited to a special screening of "Free for All: The Public Library," on April 22, 2026 at Central Park Library, a documentary sharing the history of a civic institution where everything is free and the doors are open to all. As the new Library mission statement reads, the Library works to "Enhance lives and strengthen our diverse communities by providing the best in information, cultural and technical enrichment, a wide range of programs and services, and opportunities to achieve dreams."

City Librarian, Patty Wong, and Chair of the Board of Library Trustees, Jonathon Evans, will receive the proclamation.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no fiscal impact other than staff time.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's

Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

Reviewed by: Patty Wong, City Librarian
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS
1. Proclamation of April 19 - 25, 2026 as National Library Week

City of Santa Clara

Proclamation

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

WHEREAS, libraries provide the opportunity for everyone to find joy, connect to community, and connect to the world around them through stories, music, movies, and even in a hands-on way with the Library of Things; and

WHEREAS, libraries serve as safe spaces for all members of the community to come together, express themselves, and learn, regardless of age, race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status, and everyone is welcome; and

WHEREAS, our Santa Clara City Library supports intellectual freedom by providing a diverse and balanced collection including challenged and banned books, providing a welcoming space for all our diverse community seeking the freedom to read; and

WHEREAS, our Santa Clara City Library has developed a Strategic Plan and Facilities Master Plan, with a new Mission, to "Enhance lives and strengthen our diverse communities by providing the best in information, cultural and technical enrichment, a wide range of programs and services, and opportunities to achieve dreams."

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the City of Santa Clara, do hereby proclaim the week of April 19-25, 2026, as

National Library Week

in the City of Santa Clara and encourage our community to visit their Santa Clara City Library to explore the wealth of books and resources available.

Given under my hand and the Seal of the City of Santa Clara, California, this 7th day of April 2026.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

KELLY G. COX
COUNCILMEMBER, DISTRICT 6

ALBERT GONZALEZ
VICE MAYOR, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

26-303 **Agenda Date: 4/7/2026**

REPORT TO COUNCIL

SUBJECT
Proclamation of April 2026 as Autism Awareness Month

BACKGROUND
Autism Awareness Month originated in 1970. In April 1988, the first presidential proclamation declaring April as Autism Awareness Month was issued.

In 2008, the United Nations General Assembly established April 2 as World Autism Awareness Day, which was initially focused on finding a cure. That first Autism Awareness Day then morphed into a full month, with community members spending April focused on awareness. Over the years, many autistic advocates called on the community to go a step further and move from awareness to acceptance.

The Autism Awareness Day 2026 theme is "Autism and Humanity - Every Life Has Value," according to the United Nations. This theme emphasizes affirming the dignity, rights, and potential of all autistic individuals while fostering inclusive environments, focusing on the belief that embracing neurodiversity is essential for a sustainable and equitable future.

DISCUSSION
At the April 7, 2026, City Council meeting, the City Council will proclaim the month of April as Autism Acceptance Month.

Francisco Valenzuela, the Government Affairs and Community Relations Manager from the San Andreas Regional Center (SARC) will accept the proclamation.

The San Andreas Regional Center is a community-based, private nonprofit corporation funded by the State of California to serve people with developmental disabilities as required by the Lanterman Developmental Disabilities Act. The Lanterman Act is part of California law that sets out the rights and responsibilities of people with developmental disabilities.

San Andreas Regional Center provides case management and community services for residents of Santa Clara, Santa Cruz, San Benito, and Monterey counties whose intellectual or developmental disabilities cause severe impairments in their daily lives. Regional center services are a voluntary entitlement through the Lanterman Developmental Disabilities Services Act, the state of California’s first-of-its-kind civil rights law for such individuals.

The Lanterman Act dedicates regional centers to serve individuals with intellectual disability or other similar conditions, autism spectrum disorder, cerebral palsy, and epilepsy who require assistance to remain a part of their community. The regional centers also partner with the counties’ offices of

education to administer and provide early intervention services for children before their third birthday who have or are at-risk for developmental delays.

ENVIRONMENTAL REVIEW

This is an information report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT

There is no fiscal impact to the City other than staff time.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

Reviewed by: Aimee Escobar, Management Analyst, City Manager's Office
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Proclamation of April 2026 as Autism Awareness Month

City of Santa Clara

Proclamation

WHEREAS, in the United States, more than 5.4 million adults are autistic and 1 in every 44 children have been diagnosed with autism and are often misunderstood. Autistic people face obstacles when seeking employment, health care, education, and housing; the immense contributions of people with autism are often overlooked; and

WHEREAS, Autism Acceptance Month is a time to celebrate the differences of neurodiverse people everywhere and champion the equal rights and dignity of those on the autism spectrum; and

WHEREAS, the 2026 Autism Awareness Month theme is "Autism and Humanity - Every Life Has Value," according to the United Nations. This theme emphasizes affirming the dignity, rights, and potential of all autistic individuals while fostering inclusive environments, focusing on the belief that embracing neurodiversity is essential for a sustainable and equitable future. and

WHEREAS, the San Andreas Regional Center (SARC) is a community-based, private nonprofit corporation that serves people with developmental disabilities. SARC provides case management and community services for residents of Santa Clara, Santa Cruz, San Benito and Monterey counties whose intellectual or developmental disabilities cause severe impairments in their daily lives.

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the City of Santa Clara, do hereby proclaim the month of April 2026, as

AUTISM AWARENESS MONTH

in the City of Santa Clara and recognize the significant contributions of autistic individuals within this community.

Given under my hand and the Seal of the City of Santa Clara, California, this 7th day of April 2026.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

ALBERT GONZALEZ
VICE MAYOR, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

KELLY G. COX
COUNCILMEMBER, DISTRICT 6

26-304 **Agenda Date: 4/7/2026**

REPORT TO COUNCIL

SUBJECT
Proclamation of April 2026 as American Muslim Appreciation and Awareness Month

BACKGROUND
In 2016, the California State Legislature proclaimed August as Muslim Appreciation and Awareness Month to respectfully acknowledge the rich history and guiding virtues of Muslim Americans, as well as commend Muslim communities in California for their lasting positive impacts toward the advancement of the nation.

Senator Aisha Wahab, in 2024, sponsored a measure to recognize the month of April as American Muslim Appreciation and Awareness Month. By celebrating the month in April instead of August, it falls within the K-12 school year, allowing students from all faiths and backgrounds the opportunity to engage with, commemorate, and further their understanding of American Muslim Appreciation and Awareness Month.

The Bay Area has one of the largest Muslim populations in the United States, with nearly 250,000 Muslims and diverse mosques, religious centers, and community institutions. American Muslims continue to make rich contributions to the social, cultural, and economic vibrancy of the Bay Area including Santa Clara. The City of Santa Clara embraces the diversity of its communities and celebrates the opportunity to better understand, recognize, and appreciate the rich history of American Muslims.

The City of Santa Clara recognizes American Muslim Appreciation and Awareness Month to affirm the City's continued support and to stand in solidarity with the Muslim community against anti-Muslim rhetoric and violence.

DISCUSSION
At the April 7, 2026, City Council meeting, the City of Santa Clara will recognize April 2026 as American Muslim Appreciation and Awareness Month to acknowledge and promote awareness of the invaluable contributions of American Muslims.

Musa Tariq, Policy Coordinator and additional representatives with the Council on American-Islamic Relations-California (CAIR) will be present to accept the proclamation.

The Council on American-Islamic Relations (CAIR) is a nonprofit, grassroots civil rights and advocacy group. CAIR is America’s largest Islamic civil liberties group, with regional offices nationwide whose mission is to enhance understanding of Islam, protect civil liberties, promote justice, and empower American Muslims.

ENVIRONMENTAL REVIEW

This is an informative report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT

There is no fiscal impact to the City other than staff time.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

Reviewed by: Aimee Escobar, Management Analyst, City Manager's Office
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Proclamation of April 2026 as American Muslim Appreciation and Awareness Month

City of Santa Clara

Proclamation

WHEREAS, American Muslim Appreciation and Awareness Month is celebrated each year to honor American Muslims for their many social, cultural, and economic contributions in addition to recognizing the positive impact that American Muslims have made toward the advancement of the wealth and construction of the United States; and

WHEREAS, Santa Clara County is a thriving community with over 60,000 Muslim residents pursuing diverse professions and making rich contributions to the social, cultural, and economic vibrancy of the United States, and have distinguished themselves by fostering greater respect and understanding among all people through faith and services; and

WHEREAS, the Council on American-Islamic Relations (CAIR) is a nonprofit, grassroots civil rights and advocacy group whose mission is to enhance the understanding of Islam, protect civil liberties, promote justice, and empower American Muslims.

NOW, THEREFORE, I, LISA M. GILLMOR, by virtue of the authority vested in me as Mayor, and on behalf of the entire City Council, do hereby proclaim the month of April 2026 as

AMERICAN MUSLIM APPRECIATION AND AWARENESS MONTH

in the City of Santa Clara and do hereby recognize the rich history and significant contributions that American Muslims have had on our city and community.

Given under my hand and the Seal of the City of Santa Clara, California, this 7th day of April 2026.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

ALBERT GONZALEZ
VICE MAYOR, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

KELLY G. COX
COUNCILMEMBER, DISTRICT 6

26-7 **Agenda Date: 4/7/2026**

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes

RECOMMENDATION
Note and file the Minutes of:
Governance and Ethics Committee Special Meeting - January 16, 2026
Governance and Ethics Committee Special Meeting - October 30, 2025
Station Area Task Force - November 20, 2025
Audit Committee - September 22, 2025
Audit Committee - November 24, 2025
Charter Review Committee Meeting - October 1, 2025
Charter Review Committee Meeting - October 22, 2025
Charter Review Committee Meeting - November 19, 2025
Charter Review Committee Meeting - January 21, 2026
Charter Review Committee Meeting - February 18, 2026

City of Santa Clara

Meeting Minutes

Governance and Ethics Committee

01/16/2026	**10:00 AM**	**City Hall - East Wing** **Sparacino Conference Room** **1500 Warburton Avenue** **Santa Clara, CA 95050**

Special Meeting

The City of Santa Clara is conducting Governance and Ethics Committee meetings in-person and continues to have methods for the public to participate remotely or in-person.

• Via Zoom: https://santaclaraca.zoom.us/j/98559951444
• Webinar ID: 985 5995 1444
• By phone: +1 669 444 9171

To submit written public comment before meeting:
Send email to mayorandcouncil@santaclaraca.gov by 10 a.m. one day before the date of the meeting. Emails will be forwarded to Committee members and will be uploaded as supplemental meeting material.
Note: Emails received as public comment will not be read aloud during the meeting.

CALL TO ORDER AND ROLL CALL

Chair Suds Jain called the meeting to order at 10:10 a.m.

Present 3 - Member Raj Chahal, Chair Suds Jain, and Member Kevin Park

CONSENT CALENDAR

None.

PUBLIC PRESENTATIONS

Member of the public, Dr. Tom Shanks commented on the agenda meeting packet, specifically the lack of clarity on the proposed documents and what actions are being taken or not taken in relation to Item #2, Presentation by Outside Consultant for the Review of and Recommendations Regarding Potential Adoption of Ethics Commission and the Approval of Proposed Changes to City's Ethics Policies Previously Presented to Committee.

GENERAL BUSINESS

1. 26-36 Approval of the October 30, 2025 Governance and Ethics Committee Special Meeting Minutes

Recommendation: Approve the minutes of the October 30, 2025 Governance and Ethics Committee Special Meeting

Member Raj Chahal motioned to approve the minutes for the October 30, 2025 Governance and Ethics Committee Special Meeting. The motion was seconded by Member Kevin Park and approved by the Committee.

Aye: 3 - Member Chahal, Chair Jain, and Member Park

2. 26-37 Presentation by Outside Consultant for the Review of and Recommendations Regarding Potential Adoption of Ethics Commission and the Approval of Proposed Changes to City's Ethics Policies Previously Presented to Committee

Recommendation:

1. Receive Consultant's Report and Provide Input or Direction Regarding Consultant's Recommendations on a Potential Ethics Commission or Alternatives
2. Review and Possible Action to Recommend to the Council Approval of Proposed Changes to City's Ethics Policies Previously Presented to Committee

Consultant, Morin I. Jacob, from Liebert Cassidy Whitmore (LCW) presented recommendations regarding the potential adoption of an Ethics Commission and proposed changes to the City's Ethics Policies.

Members Jain and Park inquired as to what comparable sized city with an Ethics Commission was studied in regards to enforcement and oversight. **LCW** stated that they did not conduct a direct comparison and will report back to the Committee on this item.

Member Chahal inquired as to the difference of a separate Campaign Finance Commission and what exactly would this Commission address. **LCW** stated the Commission can be set up to cover items not addressed by the FPPC and Grand Jury.

Chair Jain commented on the various cities as to whether or not any of these commissions investigate employees and if commission members are appointed by the Mayor and Council, how are they truly independent. **LCW** responded that upon formation, it can be decided to include employees and how commission members are appointed to address these concerns.

Member Park questioned where the Ethics Pledge is coming from and its enforcement. In addition, he stated we need set up details and rules first before setting up an Ethics Commission.

Chair Jain stated Ethics is more subjective and a gray area that does not have a law to hold them to it. He suggested to pass by measure (public vote) to form the Ethics Commission.

Member Chahal inquired if there are ways to prevent weaponization of the Commission. **LCW** stated that it would be best to use state and federal laws and utilize your own City Attorney to address this. The City Council may retain an investigator as well to look into a member of the Council.

Member of the public Wanda Buck stated there is an ethics problem in Santa Clara and moving towards exploring more options as a new program or a separate Ethics Commission.

Member of the public Dr. Tom Shanks stated he was speaking on this agenda item and suggested to open up this discussion to the broader public for a public process.

Member Park made a motion for the following:

1) Direct LCW to consult with current or former Ethics Commissioners from other jurisdictions and any other relevant experts to provide recommendations and options, on other ways beyond forming an Ethics Commission to achieve transparency, accountability and ethics in the city. 2) City Manager Grogan added the inclusion of roles of key staff for clarity. 3) To return In-person to report back to the Committee.

Aye: 3 - Member Chahal, Chair Jain, and Member Park

STAFF REPORT

2026 Meeting Schedule: March 2, 2026, June 1, 2026, September 14, 2026, December 7, 2026.

Assistant City Manager Aracely Azevedo stated upcoming Committe meetings are currently to being at 10:00 a.m.

Member Kevin Park stated he would like to minimize meeting cancellations moving forward in addition to scheduling additional meetings to address the back log of issues before the Committee. He further stated that he would like to speak to Chair Jain about the list of items he would the Committee to address, Chair Jain cited the Brown Act as to why Member Park should provide the list of issues to staff rather speak to him directly about such items.

City Manager Jovan D. Grogan requested that priority setting be agendized at a future meeting.

COMMITTEE MEMBER REPORTS / FUTURE REFERRALS FOR CONSIDERATION

ADJOURNMENT

The meeting was adjourned at 12:39 p.m.

City of Santa Clara

Meeting Minutes

Governance and Ethics Committee

10/30/2025	**10:00 AM**	**City Hall – Council Chambers** **1500 Warburton Avenue** **Santa Clara, CA 95050**

Special Meeting

The City of Santa Clara is conducting Governance and Ethics Committee meetings in-person and continues to have methods for the public to participate remotely or in-person.

- **Via Zoom: https://santaclaraca.zoom.us/j/98559951444**
- **Webinar ID: 985 5995 1444**
- **By phone: +1 669 444 9171**

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Send email to mayorandcouncil@santaclaraca.gov by 10 a.m. one day before the date of the meeting. Emails will be forwarded to Committee members and will be uploaded as supplemental meeting material.
Note: Emails received as public comment will not be read aloud during the meeting.

CALL TO ORDER AND ROLL CALL

Chair Suds Jain called the meeting to order at 10:05 a.m.

Present 3 - Member Raj Chahal, Chair Suds Jain, and Member Kevin Park

CONSENT CALENDAR

1. 25-1544 Approval of the September 8, 2025 Governance and Ethics Committee Meeting Minutes

Recommendation: Approve the minutes of the September 8, 2025 Governance and Ethics Committee Meeting

Chair Jain proposed revisions to the minutes of the September 8, 2025 including: 1) Fix titles for Chair Jain and Member Chahal, 2) Reference additional details of the discussion regarding Council Policy 043 regarding circumstances when itemized receipts were not available, a request may be made to approve reimbursements up to the maximum GSA rate for travel.

Member Raj Chahal motioned to approve the minutes for September 8, 2025 with the revisions. The motion was seconded by Member Kevin Park and approved by the Committee.

Aye: 3 - Member Chahal, Chair Jain, and Member Park

PUBLIC PRESENTATIONS

Member of the public Wanda Buck commented that the Ethics program was voted on in 2024 has not yet been presented in 2025 on today's agenda. Also, Wanda noted why there is an urgency for ticket provisions for events.

City Manager Jovan Grogan responded the consultant working on the Ethics documents and the efforts to look into the possibility of establishing an Ethics Committee was scheduled for a prior Committee meeting, however, was unavailable due to illness. The Ethics item is scheduled to be heard at the December 1, 2025 meeting.

GENERAL BUSINESS

Chair Jain moved the Item on Discussion on Council Policy 050 (Gifts to Elected and Appointed Officials) ahead of the Item for Consideration and Possible Action on a Proposed New Council Policy for Ticket Distribution to City Officials.

2. 25-1576 Discussion on Council Policy 050 [Gifts to Elected and Appointed Officials]

Recommendation: Provide input to staff on the existing Gift Policy and direct staff to return with specific proposed changes consistent with this direction for Committee review and consideration

City Attorney Glen Googins provided an overview of the current Council Policy 050 (Gifts to Elected Officials) to seek initial feedback and further direction from the Committee.

City Attorney Googins provided background of the updates to Council Policy 050 in 2018 which added a list of factors City officials had to consider in deciding whether to accept gifts, required any gift accepted of less than $50 be disclosed at a public meeting, and noted that most terms of the City's gift policy are restatements of applicable state law. The presentation noted other approaches vary among other jurisdictions on a gift policy, and some cities may have a policy or some do not have a policy and defer to state law.

Committee members discussed the current policy and proposed the following for consideration in the policy: clear definition of independent expenditures, determine if gifts received in a business capacity are allowable, the Levine Act, applying the policy to individuals at the City who must complete a Form 700, define exemptions, defining events that provide food, raffle prizes, favors, etc.

City Attorney Googins stated he will return to the Committee with a summary of proposed factors for consideration for the Gift Policy.

Member of the Public Wanda Buck stated she took offense to comments that her input was not a representation of the City about ethics.

3. 25-1543 Consideration and Possible Action on a Proposed New Council Policy for Ticket Distribution to City Officials

Recommendation: Approve for presentation to the City Council the proposed Council Policy for Ticket Distribution to City Officials, in the form presented, with such modifications as the Committee may authorize or direct.

Assistant to the City Manager Maria Le presented on the proposed Council Policy (Ticket Distribution for City Officials). The presentation included proposed guidelines and procedures for the acceptance, distribution and reporting of event tickets or passes received by the City for use by City officials, Councilmembers, and designated employees. The presentation included accountability measures to ensure ticket distributions serve City-related public purposes, are properly documented and publicly disclosed through the Fair Political Practices Commission (FPPC) regulations and state laws.

Committee members discussed the proposed policy and considered factors such as: City sponsor more events to fill tables at community events; develop a lottery system to provide free tickets to employees; community groups,;City sponsoring events through the policy; a process to offer tickets to Councilmembers based on priority of Committee assignments; establishing potential district budgets for purchasing for event ticket in City capacity.

Member of the public Wanda Buck stated that disclosure of gifts to the public should consider allowing larger amounts.

Chair Jain motioned to approve staff's recommendation for a new Council Policy ("Ticket Distribution for City Officials") with an amendment directing that when tickets are available in limited quantities, priority be given to City officials whose committee assignments and/or policy responsibilities are directly related to the subject matter of the event. The motion was seconded by Member Park and approved.

Aye: 3 - Member Chahal, Chair Jain, and Member Park

STAFF REPORT

Staff provided updates on questions from the last meeting including: 1) Response to State of the City 2024 inquiry from Committee Member Park about why it did not occur and no response was provided. Staff confirmed the City returned with a response on the question about State of the City at the November 14, 2024 City Council meeting. 2) Requested information on how to correct media reporting, staff shared City website for media corrections and clarifications which focuses on City business matters. 3) Responded to the requested process for all emails received in the Mayor and Council inbox should be forwarded to the full Council, which is reviewed and distributed by City staff.

COMMITTEE MEMBER REPORTS/ FUTURE REFERRALS FOR CONSIDERATION

None.

ADJOURNMENT

Chair Jain adjourned the meeting at 12:33 p.m.

Adjourned

Draft

City of Santa Clara

Meeting Minutes

Station Area Task Force

11/20/2025 | **6:00 PM** | **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Station Area Task Force in a hybrid manner, in-person and a method for the public to participate remotely:

Via Zoom:
https://santaclaraca.zoom.us/j/86001666538
Meeting ID: 860 0166 6538
or
By Phone: 1(669) 900-6833

CALL TO ORDER AND ROLL CALL

Chair Leung called the meeting to order at 6:03 p.m.

Present 9 - Member Jonathon Evans, Member Dan Ondrasek, Chair Patricia Leung, Member Sean Collins, Member Jill Hough, Vice Chair Dylan Plane, Member Michael Stockwell, Member Daniel Huynh, and Member Vernon Shure

Absent 2 - Member Rob Mayer, and Member Neetu Garg

A motion was made by Member Ondrasek, seconded by Member Collins, to excuse Member Mayer, and Member Garg.

Aye: 9 - Member Evans, Member Ondrasek, Chair Leung, Member Collins, Member Hough, Vice Chair Plane, Member Stockwell, Member Huynh, and Member Shure

Absent: 2 - Member Mayer, and Member Garg

CONSENT CALENDAR

1.A 25-1504 Station Area Task Force Meeting Minutes of August 21, 2025 meeting continued from the September 18, 2025 Meeting

Recommendation: Approve the Station Area Task Force Meeting Minutes of the August 21, 2025 Meeting

1.B 25-1505 Station Area Task Force Meeting Minutes of September 18, 2025 Meeting

Recommendation: Approve the Station Area Task Force Meeting Minutes of the September 18, 2025 Meeting

A motion was made by Member Huynh, seconded by Member Stockwell, to approve the consent calendar.

Aye: 6 - Member Evans, Member Ondrasek, Member Collins, Member Stockwell, Member Huynh, and Member Shure

Excused: 2 - Member Mayer, and Member Garg

Abstained: 3 - Chair Leung, Member Hough, and Vice Chair Plane

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 25-1623 State Bill 79 (SB 79) Overview

Recommendation: There is no staff recommendation.

Principal Planner Rebecca Bustos provided the staff presentation.

Public Comments: **None.**

3. Update on the October 8, 2025 Planning Commission Meeting on the Station Area Specific Plan

Principal Planner Rebecca Bustos provided updates on this item.

Public Comments: **None.**

4. 25-1624 BART Phase II Surface Parking Lot

Recommendation: There is no staff recommendation.

VTA Staff Rob Swierk and **Consultant Hugo Errazuriz** with **Sitelab** provided a presentation.

Public Speaker:
James Viso

STAFF REPORT

Planning Manager Lesley Xavier announced that the procurement process for the VTA Transit Oriented Communities (TOC) grant regarding the form-based code is scheduled to begin.

Principal Planner Rebecca Bustos announced that the December 18, 2025, Station Area Task Force meeting is likely to be canceled.

ADJOURNMENT

A motion was made by Member Huynh, seconded by Member Ondrasek, to adjourn the meeting at 7:18 p.m.

Aye: 9 - Member Evans, Member Ondrasek, Chair Leung, Member Collins, Member Hough, Vice Chair Plane, Member Stockwell, Member Huynh, and Member Shure

Excused: 2 - Member Mayer, and Member Garg

The next regular scheduled meeting is on December 18, 2025, at 6 p.m. in the City Hall Council Chambers.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

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City of Santa Clara

Meeting Minutes

Audit Committee

09/22/2025 **11:00 AM**

Hybrid Meeting
CMO Sparacino Conference Room/Virtual
City Hall - East Wing
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Audit Committee meetings in a hybrid manner (in-person and continues to have methods for the public to participate remotely).

Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join: https://santaclaraca.zoom.us/j/99199624617
Webinar ID: 991 9962 4617

Or join by phone:
US: +1 669 900 6833

CALL TO ORDER AND ROLL CALL

Chair Hardy called the meeting to order at 11:03 AM.

Present 3 - Chair Karen Hardy, Member Raj Chahal, and Member Albert Gonzalez

CONSENT CALENDAR

1. 25-830 Action on Audit Committee Minutes of June 12, 2025

Recommendation: Approve the Audit Committee minutes of June 12, 2025.

A motion was made by Member Gonzalez, seconded by Member Chahal, to approve the Audit Committee Minutes of June 12, 2025. The motion carried with the following vote:

Aye: 3 - Chair Hardy, Member Chahal, and Member Gonzalez

PUBLIC PRESENTATIONS

None

GENERAL BUSINESS

2. 25-831 Overview of Santa Clara Stadium Authority Fiscal Year 2024/25 Annual Financial Statements and Audit Results Presentation by KPMG, LLP

Recommendation: Accept the Santa Clara Stadium Authority Fiscal Year 2024/25 Annual Financial Statements and recommend that the Stadium Authority Board note and file the report at the October 7, 2025, Joint Council and Authorities Concurrent and Stadium Authority meeting.

Treasurer, Kenn Lee gave a PowerPoint presentation.

Auditors, Jaime Cavin and Ryan Ficker, KPMG, gave a PowerPoint presentation.

Committee Members' questions and comments were raised throughout the presentation.

Treasurer Lee, Auditor Cavin, Auditor Ficker, and Assistant Finance Director, Linh Lam addressed the questions and comments.

A motion was made by Member Chahal, seconded by Member Gonzalez, to accept the Santa Clara Stadium Authority 2024/25 Annual Financial Statements and recommend that the Stadium Authority Board note and file the report as soon as possible at a Joint Council and Authorities Concurrent and Stadium Authority meeting. The motion carried with the following vote:

Aye: 3 - Chair Hardy, Member Chahal, and Member Gonzalez

ADJOURNMENT

Chair Hardy adjourned the meeting at 12:16 PM.

Future Audit Committee Meetings will be scheduled at a later date.

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Audit Committee

11/24/2025 **1:00 PM**

Hybrid Meeting
Sparacino Conference Room/Virtual
City Hall - East Wing
1500 Warburton Avenue
Santa Clara, CA 95050

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Webinar ID: 991 9962 4617

Or join by phone:
US: +1 669 900 6833

CALL TO ORDER AND ROLL CALL

Chair Hardy called the meeting to order at 1:03 PM.

Committee Member Gonzalez joined the meeting at 1:07 PM.

Present 3 - Chair Karen Hardy, Member Raj Chahal, and Member Albert Gonzalez

CONSENT CALENDAR

1. 25-1643 Action on Audit Committee Minutes of September 22, 2025

Recommendation: Approve the Audit Committee minutes of September 22, 2025.

A motion was made by Member Gonzalez, seconded by Chair Hardy, to approve the minutes. The motion carried by the following vote:

Aye: 2 - Chair Hardy, and Member Chahal

Absent: 1 - Member Gonzalez

PUBLIC PRESENTATIONS

None

GENERAL BUSINESS

2. 25-1644 Overview of the Draft City of Santa Clara Audited Annual Comprehensive Financial Report (ACFR) and Audited Silicon Valley Power (SVP) Financial Statements for Fiscal Year Ended June 30, 2025

Recommendation: Accept the City of Santa Clara Audited Annual Comprehensive Financial Report and Silicon Valley Power Financial Statements for Fiscal Year Ended June 30, 2025 and recommend that the reports be forwarded to the full Council at the December 9, 2025 Council and Authorities Concurrent meeting for Council action to note and file.

Director Kenn Lee made some opening remarks and provided an overview.

Auditor Amy Meyer, Maze & Associates, gave a PowerPoint Presentation.

Committee Members' questions and comments were raised throughout the presentation.

Assistant Finance Director Linh Lam, Director Lee, Principal Accountant Lin Feng, City Manager Jovan Grogan, and Auditor Meyer addressed the questions and comments.

A motion was made by Member Gonzalez, seconded by Member Chahal with some comments, to accept the City of Santa Clara Audited Annual Comprehensive Financial Report and Silicon Valley Power Financial Statements for Fiscal Year Ended June 30, 2025 and recommend that the reports be forwarded to the full Council at the December 9, 2025 Council and Authorities Concurrent meeting for Council action to note and file. The motion carried by the following vote:

Aye: 3 - Chair Hardy, Member Chahal, and Member Gonzalez

ADJOURNMENT

Chair Hardy adjourned the meeting at 1:45 PM.

Future Audit Committee meetings will be scheduled at a later date.

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Charter Review Committee

10/01/2025 **6:00 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting Charter Review Committee meetings in-person and continues to have methods for the public to participate remotely or in-person.

- Via Zoom: https://santaclaraca.zoom.us/j/86127408402
- Webinar ID: 861 2740 8402
- By phone: +1 669 444 9171

To submit written public comment before meeting: Send email to cityattorney@santaclaraca.gov by 10 AM one day before the date of the meeting. Emails will be forwarded to Committee members and will be uploaded as supplemental meeting material.
Note: Emails received as public comment will not be read aloud during the meeting.

Present 12 - Member Pat Nikolai, Member Holly Rhea Roberts, Member Bernard Tansey, Member Mohammad Naveed, Member Joseph W. Sosinski, Member Eric Crutchlow, Member Burt Field , Member Steve Kelly, Member Eric Jensen, Member Mark Boeckman, Member Susan Peters, and Member John Brooks

Absent 1 - Member Lauren Diamond

CALL TO ORDER AND ROLL CALL

The meeting was called to order at 6:06p.m. by City Attorney Glen Googins. Roll was taken by Aimee Escobar, Management Analyst, from the City Manager's Office.

Welcome, Swearing In Ceremony and Introductions

City Attorney Glen Googins welcomed the committee members.

Committee members were then sworn in by **Deputy City Clerk, Vinh Nguyen**, followed by self-introductions of each committee member.

City staff also introduced themselves and present and their roles in supporting the Committee; **City Attorneys Sujata Reuter and Jennifer Beyers and Management Analyst, Aimee Escobar** with the City Manager's Office.

GENERAL BUSINESS

1. Overview of Charter Review Committee Roles, Responsibilities and Rules
--Committee Bylaws, Brown Act, Meeting Management Protocols, Public Records Act, Ethics Requirements

City Attorney Glen Googins provided a slide presentation on the following topics: Charter Review Committee Roles, Responsibilities and Rules, Committee Bylaws, The Brown Act, Meeting Management Protocols, Public Records Act and Ethics Requirements. Multiple questions were asked and answered.

2. 25-1112 Selection of Committee Chair and Vice Chair

Recommendation: Follow staff's recommended process, or a similar process that provides a reasonable opportunity for all interested parties to fully participate, and select a Chair and Vice Chair of the Charter Review Committee.

City Attorney Googins presented on the role of the Chair/Vice Chair and staff's recommended process for selection these positions. By consensus of the Board, staff's recommended process was adopted. Following the nomination process for each position a series of votes were taken. Ultimately, the following appointments were made.

Election of the Chair of the Charter Review Committee:

Committee Member Steve Kelly made a motion to nominate Pat Nikolai, for Chair of the Charter Review Committee. The motion passes 8-4. Pat Nikolai is affirmed as Chair of the Charter Review Committee.

Election of the Vice-Chair of the Charter Review Committee:

Committee Member Joseph W. Sosinski made a motion to nominate himself, Joseph W. Soskinski, for Vice-Chair of the Charter Review Committee. The motion passes 9-3.

Joseph W. Sosinski is affirmed as Vice-Chair of the Charter Review Committee.

Adopted

3. Meeting Schedule Approval and Preview of Next Meeting

City Attorney Glen Googins presented on the Bylaws requirements and expectation for meetings of the CRC. The proposal was for the third Thursday of every month. This presented scheduling issues for a significant number of CRC members. The alternative of the third Wednesday of each month was discusses and their was consensus to explore this as an alternative and bring it back for consideration at the next meeting. Action was taken to schedule the next meeting for Wednesday, October 22, 2025 at 6:00p.m. in the City Hall Council Chambers located at 1500 Warburton Ave, Santa Clara.

PUBLIC PRESENTATIONS

There were no public presentations.

ADJOURNMENT

The Charter Review Committee meeting was adjourned at 8:36 p.m.

MEETING DISCLOSURES

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There were no meeting disclosures.

Draft

City of Santa Clara

Meeting Minutes

Charter Review Committee

10/22/2025	6:00 PM	City Hall - Council Chambers 1500 Warburton Avenue Santa Clara, CA 95050

Committee Member Susan Peterson will participating remotely from the following location:
645 Cloud Cap Avenue, Pagosa Springs, CO 81147

The City of Santa Clara is conducting Charter Review Committee meetings in-person and continues to have methods for the public to participate remotely or in-person.

- Via Zoom: https://santaclaraca.zoom.us/j/86127408402
- Webinar ID: 861 2740 8402
- By phone: +1 669 444 9171

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CALL TO ORDER AND ROLL CALL

Quorum Confirmed

Present 12 - Member Pat Nikolai, Member Holly Rhea Roberts, Member Bernard Tansey, Member Mohammad Naveed, Member Joseph W. Sosinski, Member Eric Crutchlow, Member Burt Field , Member Steve Kelly, Member Lauren Diamond, Member Mark Boeckman, Member Susan Peters, and Member John Brooks

Excused 1 - Member Eric Jensen

GENERAL BUSINESS

1. 25-1553 Approval of the October 1, 2025 Charter Review Committee Meeting Minutes

Recommendation: Approve the minutes of the October 1, 2025 Charter Review Committee Meeting in the form presented with such modifications/corrections as may be required or requested by the Board.

Motion to approve made by Member Crutchlow with a second from Member Kelly.

Approved Staff Recommendation to approve minutes in the form presented.

Approved Staff Recommendation to approve minutes in the form presented.

Aye: 12 - Member Nikolai, Member Roberts, Member Tansey, Member Naveed, Member Sosinski, Member Crutchlow, Member Field , Member Kelly, Member Diamond, Member Boeckman, Member Peters, and Member Brooks

Excused: 1 - Member Jensen

2. 25-1538 Action on Proposed 2025 - 2026 Charter Review Committee Meeting Schedule

Recommendation: Staff recommends adoption of the proposed 2025 - 2026 Charter Review Committee Regular Meeting Schedule for the third Wednesday of each month on the terms presented.

Staff gave a presentation on a proposed regular meeting calendar based on direction from the Board at their previous meeting. Staff's recommendation was for regular CRC meetings to be held monthly on the third Wednesday of each month, starting November 19, 2025 though June 17, 2025, starting at 6:00p.m., in City Council Chambers, unless there is a conflict, with alternative location to be determined (Central Library preferred, if available).

Motion to approve made by Member Crutchlow with a second from Member Boeckman.

Staff recommendation was approved.

Staff recommendation was approved.

Aye: 12 - Member Nikolai, Member Roberts, Member Tansey, Member Naveed, Member Sosinski, Member Crutchlow, Member Field , Member Kelly, Member Diamond, Member Boeckman, Member Peters, and Member Brooks

Excused: 1 - Member Jensen

3. 25-1548 Action to Form and Appoint Charter Review Committee Members to Ad Hoc Subcommittee Working Groups

Recommendation: Take action to form and appoint members to the following Ad Hoc Subcommittees

- Subcommittee One:
  Powers and Structure of City Government: Rules/Process for Action
- Subcommittee Two:
  City Council: Elections, Powers and Conduct of Meetings
- Subcommittee Three:
  Senior Officials: Duties and Qualifications
- Subcommittee Four:
  Boards and Commissions: Composition, Powers and Duties
- Subcommittee Five:
  Civil Service: General Rules for Classified and Unclassified Employees; Commission Composition and Duties
- Subcommittee Six:
  Fiscal Administration and Procurement

Staff gave a detailed presentation on the role and function of Ad Hoc Subcommittees, and the process for soliciting Member interest and proposing Ad Hoc Subcommittee rosters based as much as possible on Member preferences. Rosters were proposed for six Ad Hoc Subcommittees as follows: Group One - Powers andStructure of City Government; Rules/Process for Action; Group Two - City Council: Elections, Powers, and Conduct of Meetings; Group Three - Senior Officials: Duties and Qualifications; Group Four - Boards and Commissions: Composition, Powers and Duties; Group Five - Civil Service: General Rules for Classified and Unclassified Employees; Commission Composition and Duties; and Group Six - Fiscal Administration and Procurement.

One public comment was received via Zoom participation.

Motion to approve made by Member Kelly with a second from Member Crutchlow.

The formation and appointment of members to the Ad Hoc Subcommittees was approved as proposed with the following changes: Group One: Powers and Structure of City Government - addition of Committee Member Joe Sosinski to the Group. Group One is now comprised of Committee Members Kelly, Tansey, Nikolai, Jensen and Sosinski.

A motion was made by Member Kelly, seconded by Member Crutchlow, that this item be Adopted as amended. The motion

carried by the following vote:

Aye: 12 - Member Nikolai, Member Roberts, Member Tansey, Member Naveed, Member Sosinski, Member Crutchlow, Member Field , Member Kelly, Member Diamond, Member Boeckman, Member Peters, and Member Brooks

Excused: 1 - Member Jensen

4. Staff Preview of Agenda for Next Charter Review Committee Meeting Scheduled for November 19, 2025

Preview included (1) approval of Minutes (2) presentation of meetings to be held at alternative location (Central Library), (3) reports from Ad Hoc Subcommittees, ad (4) Staff presentation on various work plan implementation issues.

Informational item, no action required.

PUBLIC PRESENTATIONS

There were no public presentations.

STAFF/COMMITTEE MEMBER COMMENTS

There were no staff/committee member comments.

ADJOURNMENT

The Charter Review Committee meeting was adjourned at 7:20 p.m.

MEETING DISCLOSURES

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Draft

City of Santa Clara

Meeting Minutes

Charter Review Committee

11/19/2025	6:00 PM	City Hall - Council Chambers 1500 Warburton Avenue Santa Clara, CA 95050

Committee Member Lauren Diamond will participating remotely from the following location:
1130 Welch Ln, Mabank, TX 75156

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- By phone: +1 669 444 9171

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Note: Emails received as public comment will not be read aloud during the meeting.

CALL TO ORDER AND ROLL CALL

Quorum Confirmed

Present 12 - Member Pat Nikolai, Member Holly Rhea Roberts, Member Bernard Tansey, Member Mohammad Naveed, Member Joseph W. Sosinski, Member Eric Crutchlow, Member Burt Field , Member Steve Kelly, Member Lauren Diamond, Member Eric Jensen, Member Mark Boeckman, and Member Susan Peters

Absent 1 - Member John Brooks

GENERAL BUSINESS

1. 25-1649 Approval of the October 22, 2025 Charter Review Committee Meeting Minutes

Recommendation: Approve the minutes of the October 22, 2025 Charter Review Committee Meeting in the form presented with such modifications/corrections as may be required or requested by the Board.

Motion to approve made by Member Kelly with a second from Member Boeckman.

A motion was made that this item be Approved Staff Recommendation. The motion carried by the following vote:

Aye: 12 - Member Nikolai, Member Roberts, Member Tansey, Member Naveed, Member Sosinski, Member Crutchlow, Member Field , Member Kelly, Member Diamond, Member Jensen, Member Boeckman, and Member Peters

Absent: 1 - Member Brooks

2. 25-1650 Report Outs from Ad Hoc Subcommittees and Discussion of Ad Hoc Subcommittee Meeting Scheduling and Coordination

Recommendation: Receive and discuss reports of those Subcommittees reporting; discuss and possibly take action on scheduling/coordination of future Ad Hoc Subcommittee meetings.

Subcommittee One: Powers and Structure of City Government (Rules & Process for Action), Subcommittee Four: Boards and Commissions (Composition, Powers & Duties), and Subcommittee Five: General Rules for Classified and Unclassified Employees (Commission Composition & Duties) presented reports summarizing the progress of their work and any actions taken within their subcommittees.

One public comment was received via Zoom participation.

Informational item, no action required.

3. 25-1651 Staff Presentation Regarding (1) Charter language/organization conventions, (2) “Benchmarking” with other Charter Cities, (3) Proposed standards for grouping proposed Charter modifications within “levels,” (4) Proposed process for drafting and review of Charter modifications; and (5) Scheduling of December 17, 2025 and May 20, 2026 Committee meetings at Central Library

Recommendation: Hear the report and provide feedback.

Staff gave a detailed presentation on:
(1) Charter language/organization conventions;
(2) "Benchmarking" with other Charter Cities;
(3) Proposed standards for grouping proposed Charter modifications within "levels";
(4) Proposed process for drafting and review of Charter modifications; and
(5) Scheduling of December 17, 2025 and May 20, 2026 Committee meetings at the Central Library.

Informational item, no action taken.

PUBLIC PRESENTATIONS

There were no public presentations.

STAFF/COMMITTEE MEMBER COMMENTS

There were no staff/committee member comments.

ADJOURNMENT

The Charter Review Committee meeting was adjourned at 8:10 p.m.

Adjourned

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

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Draft

City of Santa Clara

Meeting Minutes

Charter Review Committee

01/21/2026	6:00 PM	City Hall - Council Chambers 1500 Warburton Avenue Santa Clara, CA 95050

The City of Santa Clara is conducting Charter Review Committee meetings in-person and continues to have methods for the public to participate remotely or in-person.

Zoom Link: https://santaclaraca.zoom.us/j/86127408402
Webinar ID: 861 2740 8402
Phone: 1-669-444-9171

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CALL TO ORDER AND ROLL CALL

Vice Chair Sosinski called the meeting to order at 6:08 p.m.

Member Jensen arrived at 7:24 p.m.

Present 10 - Member Holly Rhea Roberts, Member Mohammad Naveed, Member Joseph W. Sosinski, Member Eric Crutchlow, Member Burt Field , Member Steve Kelly, Member Lauren Diamond, Member Eric Jensen, Member Mark Boeckman, and Member John Brooks

Absent 3 - Member Pat Nikolai, Member Bernard Tansey, and Member Susan Peters

GENERAL BUSINESS

1. 26-72 Approval of the November 19, 2025, Charter Review Committee Meeting Minutes

Recommendation: Approve the minutes of the November 19, 2025, Charter Review Committee Meeting in the form presented with such modifications/corrections as may be required or requested by the Committee.

Public Comment: Wanda Buck

A motion was made by Committee Member Kelly, seconded by Committee Member Boeckman, to approve the minutes of the November 19, 2025, Charter Review Committee Meeting.

Aye: 9 - Member Roberts, Member Naveed, Member Sosinski, Member Crutchlow, Member Field , Member Kelly, Member Diamond, Member Boeckman, and Member Brooks

Absent: 4 - Member Nikolai, Member Tansey, Member Jensen, and Member Peters

2. 26-74 Report Outs from Ad Hoc Subcommittees and Discussion of Standardization of Report Out Process.

Recommendation: Receive and provide feedback on reports of those Subcommittees reporting; possible action to approve, in substantial form, Group 5 proposed modification to existing Charter Section 1010 and 1011 and Article XI to allow for initiation of meet and confer process with impacted labor groups; Discuss and provide feedback on report out standard. .

City Attorney Googins made some opening remarks and provided a PowerPoint presentation on Report Outs from Ad Hoc Subcommittees.

Committee discussion followed.

Committee Member Jensen provided a Powerpoint presentation on Group One.

Committee discussion followed.

Committee Member Crutchlow provided a Powerpoint presentation on Group Two.

Committee discussion followed.

Committee Member Diamond provided a Powerpoint presentation on Group Three. **City Attorney Googins** provided comments.

Committee discussion followed.

Committee Member Brooks provided a Powerpoint presentation on Group Four. **City Attorney Googins** provided comments.

Committee discussion followed.

Committee Members Boeckman, Roberts and Naveed provided a Powerpoint presentation on Group Five**. Chief Assistant City Attorney Reuter** provided a PowerPoint presentation on Group Five. **City Attorney Googins** provided comments.

Committee questions and discussion followed.

City Attorney Googins and **Chief Assistant City Attorney Reuter** addressed Committee questions.

Committee discussion followed.

No report out from Group 6 - no meetings have occurred yet.

Public Comment: George Lance

A motion was made by Vice Chair Sosinski, seconded by Committee Member Kelly, to approve in substantial form Group 5 proposed modifications to existing Charter Sections 1010 and 1011 and Article XI to allow for initiation of meet and confer process with impacted labor groups.

Aye: 10 - Member Roberts, Member Naveed, Member Sosinski, Member Crutchlow, Member Field , Member Kelly, Member Diamond, Member Jensen, Member Boeckman, and Member Brooks

Absent: 3 - Member Nikolai, Member Tansey, and Member Peters

3. 26-75 Staff Presentation and Solicitation of Committee Input Regarding (1) Charter wide language/organization conventions, (2) “Benchmarking” with other Charter Cities, (3) Proposed standards for grouping proposed Charter modifications within “levels,” (4) Process for drafting and review of Charter modifications; and (5) Project Timeline and Possible Need for Additional Meetings.

Recommendation: Hear the report and provide feedback.

City Attorney Googins made some opening remarks and provided a Power Point presentation. In the interest of time, only items (1) and (2) were presented. **City Attorney Googins i**ndicated proposed Charter reorganization item would be brought back for input and direction along with items (3), (4) and (5) at next meeting.

Committee question and discussion followed.

City Attorney Googins addressed Committee questions.

PUBLIC PRESENTATIONS

There were no public presentations.

STAFF/COMMITTEE MEMBER COMMENTS

There were no staff/committee member comments.

ADJOURNMENT

The meeting was adjourned at 9:10 p.m.

MEETING DISCLOSURES

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Draft

City of Santa Clara

Meeting Minutes

Charter Review Committee

02/18/2026	6:00 PM	City Hall - Council Chambers 1500 Warburton Avenue Santa Clara, CA 95050

Committee Member Lauren Diamond participated remotely from the following location:
1130 Welch Lane, Mabank, TX 75156

Committee Member Joseph Sosinski participated remotely under the just cause exception under SB 707.

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Zoom Link: https://santaclaraca.zoom.us/j/86127408402
Webinar ID: 861 2740 8402
Phone: 1-669-444-9171

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CALL TO ORDER AND ROLL CALL

Chair Nikolai called the meeting to order at 6:07 p.m.

Present 10 - Member Pat Nikolai, Member Holly Rhea Roberts, Member Bernard Tansey, Member Joseph W. Sosinski, Member Eric Crutchlow, Member Lauren Diamond, Member Eric Jensen, Member Mark Boeckman, Member Susan Peters, and Member John Brooks

Absent 3 - Member Mohammad Naveed, Member Burt Field , and Member Steve Kelly

GENERAL BUSINESS

26-152 Approval of the January 21, 2026, Charter Review Committee Meeting Minutes

Recommendation: Approve the minutes of the January 21, 2026, Charter Review Committee Meeting in the form presented with such modifications/corrections as may be required or requested by the Committee.

A motion was made by Committee Member Boeckman, seconded by Committee Member Crutchlow, to approve the minutes of the January 21, 2026, Charter Review Committee Meeting.

Aye: 10 - Member Nikolai, Member Roberts, Member Tansey, Member Sosinski, Member Crutchlow, Member Diamond, Member Jensen, Member Boeckman, Member Peters, and Member Brooks

Excused: 3 - Member Naveed, Member Field , and Member Kelly

26-197 Report Outs from Ad Hoc Subcommittees:
Group One: Power and Structure of City Government: Rules/Process for Action
Group Two: City Council: Elections, Powers and Conduct of Meetings
Group Three: Senior Officials: Duties and Qualifications
Group Four: Boards and Commissions: Composition, Powers and Duties
Group Five: Civil Service: General Rules for Classified and Unclassified Employees; Commission Composition and Duties
Group Six: Fiscal Administration and Procurement

Recommendation: Receive and provide feedback on reports of those Subcommittees reporting.

City Attorney Googins provided a PowerPoint presentation on Report Outs from Ad Hoc Subcommittees.

Committee questions and discussion followed.

City Attorney Googins addressed Committee questions.

Committee discussions followed.

Public Comment: Gabriel Dela Cruz "Darren" and Wanda Buck.

26-198 Staff Presentation and Solicitation of Committee Input or Direction Regarding: (1) Proposed Substantial Charter Reorganization; Legal Requirements and Communications Plan; (2) Updated standards for grouping proposed Charter modifications within “levels,” and (3) Project benchmarking and work plan update

Recommendation: Hear the report and provide input or direction as appropriate.

City Attorney Googins provided a presentation on the Proposed Substantial Charter Reorganization; Legal Requirements and Communications Plan.

Committee questions and discussion followed.

City Attorney Googins addressed Committee questions.

Committee discussions followed.

A motion was made by Committee Member Crutchlow, seconded by Committee Member Peters, to bring Charter Review Committee Supported Proposed Substantial Charter Reorganization to City Council for Council input and approval. Members Tansey and Roberts agreed to present in support of the reorganization to the City Council as needed, with support from Chair Nikolai.

Aye: 10 - Member Nikolai, Member Roberts, Member Tansey, Member Sosinski, Member Crutchlow, Member Diamond, Member Jensen, Member Boeckman, Member Peters, and Member Brooks

Excused: 3 - Member Naveed, Member Field , and Member Kelly

PUBLIC PRESENTATIONS

There were no public presentations.

COMMISSIONERS COMMENTS

There were no commissioners comments.

ADJOURNMENT

The meeting was adjourned at 8:06 p.m.

MEETING DISCLOSURES

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26-62 **Agenda Date: 4/7/2026**

REPORT TO COUNCIL

SUBJECT

Action to Authorize City Manager to Negotiate and Execute on Materials Testing and Special Inspection Services Agreements for Public Works Projects with Achievement Engineering Corp.; CTE Cal, Inc.; ISI Inspection Services, Inc.; Ninyo & Moore Geotechnical and Environmental Sciences Consultants; Signet Testing Labs, Inc.; and Twining, Inc.

BACKGROUND

The Department of Public Works (DPW) oversees construction management and inspection for various capital projects including pavement rehabilitation; traffic signal and transportation infrastructure; parks; storm drain and sanitary sewer improvements; and buildings. The project oversight efforts include the need for quality assurance testing of materials used during construction and special inspections as required by the California Building Code. The City does not have the staffing, expertise or the equipment to perform these specialized tasks and therefore relies on consultant services. The Agreements recommended for approval provide on-call materials testing and special inspection services in support of projects managed by DPW.

DISCUSSION

Pursuant to City Code Section 2.105.330, a formal Request for Qualifications (RFQ) was conducted as the solicitation method for this procurement. The factors considered in the award were the experience of the firm, staff qualifications, availability, project approach, customer references, and cost. The RFQ was advertised in December 2025, and twelve proposals were received from the following firms on January 15, 2026:

1. ABT Group
2. Achievement Engineering Corp.
3. Quality Assurance Engineering, Inc.
4. CTE Cal, Inc.
5. Construction Testing Services, Inc.
6. Earth Systems
7. El Paseo
8. ISI Inspection Services, Inc.
9. Ninyo & Moore Geotechnical and Environmental Sciences Consultants
10. Signet Testing Labs, Inc.
11. Smith-Emery of San Francisco
12. Twining, Inc.

The proposals were independently evaluated by a three-member evaluation team with representation from DPW. The proposals were evaluated against the above criteria published in the RFQ. Public Works staff recommend the award of on-call agreements to the following top six ranked firms due to

their respective performance track record, qualified staffing, and experience:

1. Achievement Engineering Corp.
2. CTE Cal, Inc.
3. ISI Inspection Services, Inc.
4. Ninyo & Moore Geotechnical and Environmental Sciences Consultants
5. Signet Testing Labs, Inc.
6. Twining, Inc.

Based on the Capital Improvement Program projections and the anticipated volume of locally funded projects, federally funded projects, and new Measure I Bond projects entering the construction phase, the need for on-call consultant services for the remainder of the current fiscal year and the next three fiscal years is estimated at a total of approximately $2,100,000.

Staff is requesting approval of six consultant agreements due to project volume and to provide flexibility in the event that one or more firms are unable to deliver timely services due to their workload constraints. The agreement is being presented in its current draft form, as the terms have not yet been finalized including the consultant's rates. Such rates will be included in the final form of the agreement. Terms in the draft agreement that differ from the "standard" services agreement include a Task Order process, enhanced independent contractor language, more specific billing standards, and an enhanced indemnity provision.

In addition, staff also requests authorization for the City Manager to shift funding among the six agreements as needed, provided that the total aggregate amount of $2,100,000 is not exceeded. Staff recommends approval of six three-year agreements, each with an initial amount of $350,000, for a combined total aggregate not-to-exceed amount of $2,100,000.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The maximum amount to be paid to all six consultants for materials testing and special inspection services over the three-year term of the agreements is estimated at $2,100,000, subject to future budget appropriations. Funding of approximately $320,000 remains in FY 2025/26 and $201,000 was budgeted in the Public Works Capital Projects Management Services Fund in FY 2026/27 as part of the Adopted FY 2025/26 and FY 2026/27 Biennial Operating Budget. In addition, these costs will be charged directly to certain capital projects.

As the FY 2026/27 and FY 2027/28 Biennial Capital Improvement Program Budget is still under development, additional projects may be identified, existing projects may be further refined, and construction schedules will become more accurate over time. As a result, additional funding needs will be evaluated and incorporated into future budget requests as needed. Funding for these agreements beyond the currently adopted operating budget remains subject to the appropriation of funds.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute agreements with Achievement Engineering Corp ($350,000), CTE Cal, Inc.($350,000), ISI Inspection Services, Inc. ($350,000), Ninyo & Moore Geotechnical and Environmental Sciences Consultants ($350,000), Signet Testing Labs, Inc.($350,000), and Twining, Inc. ($350,000) to perform on-call materials testing and special inspection services, each with a an initial maximum compensation of $350,000, for a combined amount not-to-exceed $2,100,000 over the three-year terms of the agreements, in forms substantially similar to Attachment 1 and subject to the final approval as to form by the City Attorney;
2. Authorize the City Manager to amend agreement not-to-exceed amounts as long as the cumulative total of all the agreements does not exceed $2,100,000 subject to annual appropriations; and
3. Authorize the City Manager to exercise up to two one-year extensions for each agreement and make minor modifications to the agreements, if necessary.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Draft Agreement for Materials Testing and Special Inspection Services

EBIX Insurance No.

AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND [CONTRACTOR]

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and [Contractor], a [State Name and Entity Type], (Contractor). 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 the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services".

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates and Charges

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

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 upon execution of the agreement by the City and terminate on May 30, 2029.

3. SCOPE OF SERVICES AND TASK ORDERS

A. Contractor will provide services to the City as set forth in Exhibit A and as further described pursuant to individual task orders ("Task Orders"). Each Task Order will describe the services and deliverables (collectively "Work") the Contractor must provide, the time limit within which the Contractor must complete the Work and the compensation for the Work.

B. The City will not compensate the Contractor for any Work until the City has executed the Task Order for such Work ("Approved Task Order").

C. The City has no obligation to issue any Approved Task Orders under this Agreement.

D. Each Approved Task Order shall be subject to the terms and conditions of this Agreement.

4. 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.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the 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.

6. COMPENSATION AND PAYMENT

There is a maximum total compensation for this Agreement and a separate maximum compensation for each Approved Task Order.

A. Maximum Total Compensation – Agreement: The maximum total, aggregate compensation the City will pay the Contractor for all Approved Task Orders issued under this Agreement, subject to budget appropriations, shall not exceed Three Hundred Fifty Thousand Dollars ($350,000) ("Maximum Total Compensation"). All work performed or materials provided in excess of the Total Maximum Compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Total Maximum Compensation under any circumstance.

B. Maximum Compensation – Task Order: Each Approved Task Order will specify the maximum amount payable to the Contractor for all professional fees related to the Contractor providing the Work ("Maximum Task Order Compensation"). The Contractor shall fully complete all Work required by the Approved Task Order for no more than that Maximum Task Order Compensation. Exhibit B sets forth a schedule of the Contractor's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Task Order.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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.

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.

9. 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.

10. 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 to manage its employees in their performance of Services under this Agreement. Contractor has full rights to manage its workers, contractors and or employees in their performance of Services.

Contractor shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Contractor any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Contractor must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Contractor to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Contractor will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Contractor shall require that its workers and or personnel immediately report to their respective Contractor supervisor any perceived occurrence under Section 10.

11. 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.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship 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.

13. 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 four (4) 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 bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the 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.

14. HOLD HARMLESS/INDEMNIFICATION

A. 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 attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. 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.

D. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Contractor fails to obtain such indemnity

obligations from others as required here, Contractor shall be fully responsible according to the terms of this section.

15. 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 as set forth in Exhibit C.

16. 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. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed 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.

17. NOTICES

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

City of Santa Clara
Attention: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kforouhi@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:
[Insert Name]
[Address]
[Address]
and by e-mail at [Insert email]

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage

Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS 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.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO 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.

22. GOVERNING LAW 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.

23. 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.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. 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.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

GLEN R. GOOGINS
City Attorney

Dated: _____

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

[Contractor Name],
a [Business Entity]

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of Business Address: _____

Email Address: _____

Telephone: _____

Fax: _____

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. SERVICE AREAS—SCOPE OF SERVICES

1.1 Materials Testing

1.1.1 Obtain samples of materials at construction sites or material supplier locations and transport materials to testing laboratory.

1.1.2 Sample materials in accordance with applicable standards.

1.1.3 Perform laboratory analysis and testing of materials (in accordance with applicable standards) to determine material characteristics.

1.1.4 Develop reports summarizing the results of laboratory analysis and testing.

1.1.5 Report on analysis of compliance of materials with relevant plans and specifications and conclude if material is compliant or non-compliant.

1.1.6 Review construction material submittals for conformance with plans and specifications.

1.1.7 Observe and verify materials at construction sites conform to plans and specifications.

1.1.8 Perform testing of in-place materials.

1.1.9 Conduct material plant inspections and review plant quality control procedures.

1.1.10 Perform material testing services as requested by the City. Work may include, but is not necessarily limited to, the tests as indicated in Attachment 1.

1.2 Special Inspections

1.2.1 Provide special inspections and testing per Chapter 17 of the 2016 California Building Code (CBC) or such other code version applicable to the project.

1.2.2 Observe the construction work for conformance with the approved design drawings and specifications, and applicable workmanship provisions of the CBC.

1.2.3 Perform special inspections on a continuous basis meaning that the special inspector shall be on site in the general area at all times observing the work requiring special inspection. Periodic inspections may be approved by the City Building Division (Building Division) based on a separate written plan reviewed and approved by the City and/or Engineer-of-Record.

1.2.4 Coordinate and/or perform required testing. Ensure only approved testing agencies sample, transport and test materials.

1.2.5 Bring non-conforming items to the immediate attention of the contractor and note in daily report. If any such item is not resolved in a timely manner or is about to be incorporated into the work, notify the Building Division immediately by telephone or in person, the City's designated project inspector, and the Engineer or Architect.

1.2.6 Complete and sign the Special Inspection Record (yellow card) at the jobsite for each day's inspection and provide a daily handwritten report in a format acceptable to the Building Division. The report shall remain at the jobsite with the contractor for review by the Building Division's Inspector. Daily reports shall contain information as per 1.2.7 below.

1.2.7 Furnish weekly reports of inspections directly to the Building Division, Engineer and Architect of Record, City's designated project inspector, and others as designated. The weekly reports are to include the following:

1.2.7.1 Description of inspections made with locations.

1.2.7.2 List of all non-conforming items.

1.2.7.3 Indication of how non-conforming items were resolved or indicate unresolved items as applicable.

1.2.7.4 Itemize changes authorized by Architect, Engineer and Building Division if not included in non-conformance items.

1.2.8 Ensure that an adequate number of pre-qualified inspection personnel are on the project, based on the intensity of activities, quality of work being performed and the various operations occurring.

1.2.9 Submit a final signed report to the City project representative and/or Building Division stating that all items requiring special inspection were fulfilled and reported and, to the best of the inspector's knowledge, in conformance with the approved design drawings,

specifications, approved change orders and the applicable workmanship provisions of the CBC. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e.: missed inspections, periodic inspections when continuous was required, etc.) shall be specifically itemized in this report. The report shall be stamped and signed by a licensed Civil Engineer.

1.2.10 Perform specific special inspections as identified by the designer-of-record or as required by the City.

2. PROCEDURE FOR ISSUANCE OF TASK ORDERS

2.1 Contractor acknowledges that Contractor is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services at set forth in this Section 2. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 2 contains the process for awarding Services under a master agreement process.

2.2 Informal Solicitation. When Services under this Agreement are needed, the City will conduct an informal solicitation among contractors holding agreements approved by the City Council for Construction Management and Inspection Services. The City may request proposals from one or more contractors based on factors including availability, expertise, and the nature of the requested work.

2.3 Scope of Work. The City will provide the selected contractor(s) with a written description of the requested services.

2.4 Task Order Proposal. Contractor shall prepare and submit a written proposal (Proposal). Contractor's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, travel time (if any), and reimbursable expenses, in accordance with Exhibit B.

2.5 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

2.6 At the City's discretion, the City may interview contractor submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

2.7 City will enter into negotiations with the highest-ranked contractor. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of

effort required for the Services. In the event negotiations with the highest-ranked contractor are unsuccessful, the City will either move on to the next highest-ranked contractor, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

2.8 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected contractor may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

2.9 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

2.9.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

2.9.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

2.9.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

2.10 Contractor must submit a revised Proposal to the City based upon such negotiations.

2.11 Once City and the selected contractor agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

2.12 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

2.13 Contractor shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Contractor elects not to perform the Services. If Contractor (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Contractor will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

2.14 Contractor shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Contractor shall provide the reason for the change specific to each Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope.

2.15 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

2.16 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 2.3.

2.17 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

ATTACHMENT 1
MATERIALS TESTING SERVICES
LISTING

SOILS

- Moisture Content
- Unit Weight
- Maximum Density/Optimum Moisture
- Relative Compaction

Aggregates

- Sieve Analysis
- Unit Weight and Voids
- Soundness
- Abrasion Resistance
- Sand Equivalent
- Durability
- Cleanness

Asphalt Concrete

- Density
- Relative Compaction
- Stability and Flow
- Stabilometer
- Core Thickness
- Asphalt Extraction
- Asphalt Binder Content

Portland Cement Concrete

- Slump
- Unit Weight and Voids
- Air Content
- Compressive Strength (cylinders)
- Compressive Strength (cores)
- Flexural Strength (beams)

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Contractor shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Contractor must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Contractor shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Contractor's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Contractor may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Contractor shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

3.2.1 Invoices must include the following information:

3.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 Payment Limited to Satisfactory Work.

Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.5 Certified Payroll

When applicable, Contractor and all subcontractors shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

3.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Contractor for correction and resubmittal before payment can be processed. Contractor shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

3.7 Billing for Billing

The City shall not pay for time associated with administrative or billing-related tasks, including but not limited to preparing responses to Work Requests, addressing billing issues, or communicating with auditors.

3.8 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.9 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Contractor.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

[INSERT RATE SCHEDULE]

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.

G. EVIDENCE OF COMPLIANCE

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

EBIX Inc.
City of Santa Clara [Department of Public Works]
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

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

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

26-63 **Agenda Date: 4/7/2026**

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Negotiate and Execute Construction Management and Inspection Services Agreements for Public Works Projects with 4Leaf Inc., Consor North America, Inc., CSG Consultants, Swinerton Management & Consulting, LLC, and Zoon Engineering

BACKGROUND

The Department of Public Works (DPW) provides construction management and inspection services for both capital improvement and development projects. These efforts encompass a wide range of work which includes things such as pavement rehabilitation; traffic signal and transportation infrastructure; parks; storm drain and sanitary sewer improvements; and buildings.

With the increased number of projects resulting from the Measure I Bond Program, the demand for additional support is significantly greater than in prior years. With an increased number of projects planned to be under construction simultaneously, DPW will not have sufficient staffing capacity to support all the projects, making consultant resources necessary.

The purpose and scope of the agreements is to provide on-call construction management and inspection services to assist with delivering various Public Works projects, including Measure I bond-funded projects.

DISCUSSION

Pursuant to City Code Section 2.105.330, a formal Request for Qualifications (RFQ) was conducted as the solicitation method for this procurement. The factors considered in the award were the experience of the firm, staff qualification, availability, project approach, and customer references. The RFQ was advertised in December 2025, and eight proposals were received from the following firms on January 15, 2026:

1. 4Leaf Inc.
2. Alpha CM Inc.
3. AZAD Engineering PC
4. Consor North America, Inc.
5. CSG Consultants
6. JKL Construction Services, Inc.
7. Swinerton Management & Consulting, LLC
8. Zoon Engineering

The proposals were independently evaluated by a three-member evaluation team with representation from DPW. The proposals were evaluated against the above criteria published in the RFQ. DPW staff recommends the award of on-call agreements to the following top five ranked firms:

1. 4Leaf Inc.
2. Consor North America, Inc.
3. CSG Consultants
4. Swinerton Management & Consulting, LLC
5. Zoon Engineering

Based on Capital Improvement Program projections and the anticipated volume of locally funded projects, grant funded projects, and the new Measure I Bond projects entering the construction phase, the need for on-call consultant services for the remainder of the current fiscal year and the next three fiscal years is estimated at a total of approximately $8,000,000.

Staff requests approval of five consultant agreements because of the volume of projects and to provide flexibility in the event that one or more firms are unable to deliver timely services due to their workload constraints. Staff also requests authorization for the City Manager to shift funding among the five agreements as needed, provided that the total aggregate amount of $8,000,000 is not exceeded. This flexibility is needed to align project support requirements with the consultant best suited to the scope and schedule of the work.

Staff recommends approval of five, three-year agreements, each with an initial not-to-exceed amount of $1,600,000, for a combined total not-to-exceed amount of $8,000,000. The agreement for such services is being presented in its current draft form, as the terms have not yet been finalized, including the consultant's rates. Such rates will be included in the final form of the agreement. Terms in the draft agreement that differ from the "standard" services agreement include a Task Order process, enhanced independent contractor language, more specific billing standards, and an enhanced indemnity provision.

In addition, staff requests authority for the City Manager to exercise up to two, one-year extensions for each agreement and to increase the aggregate agreement amount up to a total maximum compensation of $10,000,000 to address unforeseen project needs. This flexibility is necessary as additional projects may be identified, existing projects may be further defined, and construction timelines will become more accurately projected over time.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The total amount to be paid to all five consultants for construction management and inspection services over the three-year term of the agreements is estimated at $8,000,000, subject to future budget appropriations.

Funding of approximately $516,000 remains in FY 2025/26 and $212,000 was budgeted in the Public Works Capital Projects Management Services Fund for FY 2026/27 as part of the Adopted FY 2025/26 and FY 2026/27 Biennial Adopted Operating Budget. In addition, these costs will be charged directly to certain projects, such as the Measure I general obligation bond projects.

As the FY 2026/27 and FY 2027/28 Biennial Capital Improvement Program Budget is still under development, additional projects may be identified, existing projects may be further defined, and construction schedules will become more accurately projected over time. As a result, additional funding needs will be evaluated and incorporated into future budget requests as needed. Funding for these agreements beyond the currently adopted operating budget remains subject to the appropriation of funds.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute agreements with 4Leaf Inc., Consor North America, Inc., CSG Consultants, Swinerton Management & Consulting, LLC, and Zoon Engineering, each with an initial maximum compensation amount of $1,600,00, to perform on-call construction management and inspection services for a combined amount not-to-exceed $8,000,000 over the initial three-year terms of the agreements, in forms substantially similar to Attachment 1 and subject to the final approval as to form by the City Attorney;
2. Authorize the City Manager to exercise up to two, one-year extensions for each agreement and make minor modifications to the agreements, if necessary; and
3. Authorize the City Manager to adjust compensation amounts between the agreements and to amend agreement not-to-exceed amounts up to an aggregate amount of $10,000,000 subject to budget appropriations.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Draft Agreement for Construction Management and Inspection Services

EBIX Insurance No.

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND [CONTRACTOR]

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and [Contractor], a [State and Business Entity], (Contractor). 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 the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

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 upon execution of the Agreement by the City and terminate on May 30, 2029.

3. SCOPE OF SERVICES AND TASK ORDERS

A. Contractor will provide services to the City as set forth in Exhibit A and as further described pursuant to individual task orders ("Task Orders"). Eash Task Order will describe the services and deliverables (collectively "Work") the Contractor must provide, the time limit within which the Contractor must complete the Work and the compensation for the Work.

B. The City will not compensate the Contractor for any Work until the City has executed the Task Order for such Work ("Approved Task Order").

C. The City has no obligation to issue any Approved Task Orders under this Agreement.

D. Each Approved Task Order shall be subject to the terms and conditions of this Agreement.

4. 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.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the 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.

6. COMPENSATION AND PAYMENT

There is a maximum total compensation for this Agreement and a separate maximum compensation for each Approved Task Order.

A. Maximum Total Compensation – Agreement: The maximum total, aggregate compensation the City will pay the Contractor for all Approved Task Orders issued under this Agreement, subject to budget appropriations, shall not exceed One Million Six Hundred Thousand Dollars and Zero cents ($1,600,000.00) ("Maximum Total Compensation"). All work performed or materials provided in excess of the Total Maximum Compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Total Maximum Compensation under any circumstances.

B. Maximum Compensation – Task Order: Each Approved Task Order will specify the maximum amount payable to the Contractor for all professional fees related to the Contractor providing the Work ("Maximum Task Order Compensation"). The Contractor shall fully complete all Work required by the Approved Task Order for no more than that Maximum Task Order Compensation. Exhibit B sets forth a schedule of the Contractor's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Task Order.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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.

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.

9. 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.

10. 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 to manage its employees in their performance of Services under this Agreement. Contractor has full rights to manage its workers, contractors and or employees in their performance of Services.

Contractor shall enter into written agreements with all persons it engages, hires, contracts with, or employs to perform Services or provide labor and or materials to City, which state the persons are not employees of the City, and such persons are required to immediately report to Contractor any and all instances of any of the following, if they occur during the time the persons provide labor and or materials to City: (a) The way a person supplies labor and or materials to City is supervised by City or City's designee; (b) The person is informed they should follow instructions given by City concerning how the person's labor and material are to be provided; (c) The person is informed they should give City access to on-going review of the person's labor and or materials; (d) The person is informed by City they should participate or attend training; (e) The person is unavailable to promote or otherwise make their labor and or materials available to the general public as a result of the provision of labor and materials to City; (f) The person is informed they are City's employee; or (g) The person forms a belief or opinion they are City's employee.

Contractor must immediately provide written notice to City of any report under Section 10 and provide related information as reasonably requested by City. The Parties agree failure of Contractor to immediately provide written report to City of any notice it receives from any source, relating to Section 10, constitutes material breach of this Agreement.

Contractor will inform and train persons it engages, hires, contracts with, or employs to provide labor and or materials to City on the requirements of Section 10. Contractor shall require that its workers and or personnel immediately report

to their respective Contractor supervisor any perceived occurrence under Section 10.

11. 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.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship 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.

13. 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 four (4) 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 bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the 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.

14. HOLD HARMLESS/INDEMNIFICATION

A. 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 attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all current or former worker, independent contractor, and or employment-related, and or benefit claims of any type brought by current or former workers, independent contractors, and or employees, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. 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.

D. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor any other person or entity involved in the performance of the Services. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor shall be fully responsible according to the terms of this section.

15. 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 as set forth in Exhibit C.

16. 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. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed 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.

17. NOTICES

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

City of Santa Clara
Attention: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kforouhi@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

[Insert Name]
[Address]
[Address]
and by e-mail at [Inset email]

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has

read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS 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.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO 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.

22. GOVERNING LAW 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.

23. 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.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. 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.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subconsultants and subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, subconsultants, and subcontractors to comply with the prevailing wage laws.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

[CONTRACTOR NAME]
a [State and Business Entity]

Dated: _____

_____

By (Signature): _____

Name: _____

Title: _____

Principal Place of Business Address: _____

Email Address: _____

Telephone: _____

Fax: _____

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. SCOPE OF SERVICES

The Contractor will provide professional construction management and inspection consulting services pursuant to individual Task Orders.

Contractor responsibilities include the following: a) qualifications of staff that will be assigned; b) ability to respond to deadlines in a timely manner; c) experience working as a contractor for a City jurisdiction; and d) ability to manage projects with minimal oversight, including proactive communications across all project participants, and maintenance of project schedules. Contractor is an extension of City staff; therefore Contractor shall follow all City established policies and procedures related to the services performed.

The consulting services shall include, but not be limited to, the following:

1.1 Field Inspection

1.1.1 Develop and maintain familiarity with the City's Standard Details and Specifications

1.1.2 Develop and maintain familiarity with the City's Project Plans and Specifications (Contract Documents)

1.1.3 Develop and maintain familiarity with relevant permits and permit conditions

1.1.4 Inspect, monitor and ensure the quality of work

1.1.5 Verify work is in compliance with plans and specifications

1.1.6 Verify work is in compliance with approved material submittals, field directives, requests for information (RFIs), etc.

1.1.7 Monitor quantity of work in place

1.1.8 Anticipate issues and work pro-actively to resolve them

1.1.9 Monitor safety of construction operations

1.1.10 Inspect traffic control for proper implementation, safety, and compliance with approved traffic control plan(s)

1.1.11 Inspect work areas for impacts to public safety and convenience and resolve issues identified

1.1.12 Verify work is in compliance with stormwater regulations and requirements

1.1.13 Develop punchlist(s) of incomplete and/or deficient work

1.1.14 Interact with the public

1.1.15 Verify construction contractor is updating as-builts

1.1.16 Monitor and document construction contractor work effort (manpower, equipment and materials) associated with time and material payment items or contract changes

1.1.17 Perform preliminary and final inspections

1.2 Coordination

1.2.1 Coordinate work activities and issue resolution with City Departments

1.2.2 Coordinate work activities and issue resolution with other public agencies (if applicable)

1.2.3 Ensure construction contractor complies with all relevant permits and permit conditions

1.2.4 Coordinate work activities and issue resolution with utility owners

1.2.5 Coordinate work activities and issue resolution with materials testing provider(s)

1.2.6 Coordinate work activities and issue resolution with the City's special inspections consultant

1.2.7 Coordinate and/or monitor work activities and issue resolution with the City's building code inspection staff (if required)

1.2.8 Attend pre-construction meeting

1.2.9 Attend regularly scheduled meetings

1.2.10 Attend issue-specific meetings

1.3 Reporting and Management

1.3.1 Complete, maintain and organize daily reports (daily reports to include: work completed and in progress; construction contractor manpower, equipment and materials; weather; key issues; etc.). Daily reports shall be entered directly into e-Builder.

1.3.2 Prepare and communicate a Weekly Statement of Working Days

1.3.3 Review and/or process construction contractor submittals using e-Builder submittal process

1.3.4 Review and/or process construction contractor RFIs using e-Builder RFI process

1.3.5 Review and/or process construction contractor requests for substitution

1.3.6 Maintain photographic documentation for work progress and issue management

1.3.7 Provide weekly project status updates to City

1.3.8 Direct and notify construction contractor for any non-compliance, track all incidences, and work with construction contractor to correct as soon as practicable

1.3.9 Prepare, review and/or process field directives

1.3.10 Review construction contractor pay requests, resolve issues, and recommend payment amounts. Pay requests will be processed through e-Builder.

1.3.11 Develop and distribute draft and final meeting minutes as required

1.3.12 Track all materials testing and maintain log of events and results

1.3.13 Track and/or monitor tracking of all building code and special inspections and reports

1.3.14 Monitor construction contractor's compliance with the City's requirements for Construction and Demolition Debris Recycling

1.3.15 Track and maintain documentation related to LEED certification requirements

1.3.16 Review, monitor and report on construction contractor's schedule status (on-schedule, ahead, behind)

1.3.17 Monitor and/or manage construction impacts to the public, other agencies, utilities, etc.

1.3.18 Monitor, evaluate and report on potential contract changes (potential change orders) and advise City regarding change resolution and/or negotiation. Potential change orders will be processed through e-Builder.

1.3.19 Provide independent cost estimates for potential contract changes as required

1.3.20 Manage punchlist process and closeout from substantial completion through to final completion and acceptance of work

1.3.21 Review construction contractor as-builts and coordinate corrections as necessary to ensure accurate record drawings

1.3.22 Ensure all warranties, operations & maintenance manuals and related documentation are submitted

1.3.23 Manage the construction inspection and management team to ensure successful completion of services, and within budget

1.3.24 Develop and maintain familiarity with e-Builder and the City of Santa Clara's specific implementation of e-Builder for construction phase activities

1.3.25 Support City in fully utilizing e-Builder for construction management and construction inspection processes and documentation

2. PROCEDURE FOR ISSUANCE OF TASK ORDERS

2.1 Contractor acknowledges that Contractor is one of multiple firms selected to perform the Services pursuant to separate agreements. The City will award and authorize specific Services at set forth in this Section 2. The City does not guarantee that any specific service will be authorized under this Agreement. This Section 2 contains the process for awarding Services under a master agreement process.

2.2 Informal Solicitation. When Services under this Agreement are needed, the City will conduct an informal solicitation among contractors holding agreements approved by the City Council for Construction Management and Inspection Services. The City may request proposals from one or more contractors based on factors including availability, expertise, and the nature of the requested work.

2.3 Scope of Work. The City will provide the selected contractor(s) with a written description of the requested services.

2.4 Task Order Proposal. Contractor shall prepare and submit a written proposal (Proposal). Contractor's Proposal must include all information requested by the City in its Work Request, including, (as applicable) the proposed scope of services, the expected deliverables, proposed project timeline, assigned personnel, and costs including hourly rates by position, equipment, materials, travel time (if any), and reimbursable expenses, in accordance with Exhibit B.

2.5 The City will evaluate the Proposals according to the criteria and weights listed in the Work Request.

2.6 At the City's discretion, the City may interview contractor submitting the highest scoring Proposal. Such interviews will be scored according to the criteria and weights listed in the Work Request.

2.7 City will enter into negotiations with the highest-ranked contractor. Negotiations may include, but are not limited to, the scope of work, schedule to perform scope, and technical specifications. The City will not renegotiate any established rates as set forth in Exhibit B but may negotiate the level of effort required for the Services. In the event negotiations with the highest-ranked contractor are unsuccessful, the City will either move on to the next highest-ranked contractor, suspend the selection process, or terminate the solicitation process and issue a new Work Request (except, as determined by City, reissuance would not be an idle act).

2.8 Provided that the original cost Proposal includes all applicable items listed in the Work Request, the City and the selected contractor may negotiate whether the cost for the Purchase Order will be fixed price (lump sum) or based on specific rates of compensation (time-and-materials) for completion of the Services.

2.9 If a fixed fee or lump sum is authorized by the City, Contractor must include a payment schedule in their final Proposal. The final Proposal shall be in conformance with Exhibit B and:

2.9.1 Include a clear breakdown of materials and labor indicating taxable and non-taxable items, along with an estimate of required taxes.

2.9.2 Include separation of materials subject to tax so that payment for such materials and the associated taxes occur in a single payment.

2.9.3 Payment milestones shall be connected to deliverables and shall not include payment for labor subject to prevailing wage in advance of such labor taking place.

2.10 Contractor must submit a revised Proposal to the City based upon such negotiations.

2.11 Once City and the selected contractor agree on the final pricing, scope, and specific requirements of the proposed services, the City shall issue a Purchase Order. The Purchase Order shall at a minimum identify the specific scope of services, a maximum compensation, and such other information the City may require.

2.12 Each Purchase Order shall incorporate, as applicable, the Proposal approved by the City.

2.13 Contractor shall have seven (7) calendar days from the date of the City's issuance of the Purchase Order in which to respond in writing if Contractor

elects not to perform the Services. If Contractor (a) agrees in writing to perform the Services, (b) begins performance of the Services, or (c) fail to respond within the seven-day period, then Contractor will be deemed to have accepted the Purchase Order and in such case the Purchase Order shall be incorporated into this Agreement. The Purchase Order shall be included within the Services.

2.14 Contractor shall promptly notify the City when a situation occurs that may result in a change to an approved Purchase Order, including the need for additional work or modifications to the Services approved under the Purchase Order. Contractor shall provide the reason for the change specific to each Purchase Order. Contractor shall submit an updated Proposal to the City for review and approval by the City in advance of performing any additional work or services. For such changes, Contractor shall submit justification demonstrating that changes in cost are associated with changes in scope.

2.15 If the City determines that the change is within the general scope and intent of the original Purchase Order, the City may approve the modification and issue an amended Purchase Order authorizing the additional or revised Services. Any such amended Purchase Order shall be incorporated into the Agreement and any work described therein shall be included within the Services.

2.16 If the City determines that the proposed change materially alters the scope or falls outside the intent of the original Purchase Order, the City will issue a new Work Request pursuant to Section 2.3.

2.17 Contractor shall not be entitled to additional compensation for issues such as errors in calculation of original pricing, changes in staff, or other changes that are not directly related to changes requested by City.

3. STAFFING IN COORDINATION WITH CITY

The City may be in a position to have City staff perform some of the responsibilities of the construction management and inspection team for a specified scope of services. The City staff may be either part-time or full-time. Contractor should therefore anticipate the possibility that City staff will need to be integrated into the construction management and inspection team. This will necessarily displace Contractor staff for these functions. All staffing considerations and decisions are anticipated to be a collaborative effort between the City and Contractor; however, in case of a dispute, the City shall have final decision authority regarding staffing for the scope of services. If the City indicates that no City staffing support is available, the Contractor will be requested to propose a complete team to perform all of the desired scope of services.

4. RESPONSIBILIITES OF CITY

The City shall provide City's Public Works Standard Details and Specifications for construction. The City shall provide related/needed Storm Drain, Electric, Water, Sewer and Recycled Water Block Book Maps and record drawings (if available). In addition, the City shall provide any necessary user licenses/logins for Contractor staff to access and use e-Builder, the City's enterprise project management system. All construction phase documentation shall be developed and/or stored in e-Builder.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.

1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

2.1 Rate Schedule

The rates applicable to the Services performed under this Agreement are listed in Appendix B1 (Rate Schedule), which is attached hereto and incorporated by reference. The rates shown in Appendix B1 are fully burdened, including all costs such as labor, overhead, and profit.

2.2 Fixed Rates

The rates listed in Appendix B1 shall remain fixed for the first two (2) years of the Agreement term and shall not be subject to escalation or adjustment during that period, except as otherwise authorized by the City under this Exhibit B.

2.3 Additional Rates

If a specific rate, labor classification, equipment type, or service type required under this Agreement is not listed in Appendix B1, Contractor shall submit a written Proposal in response to the City's Work Request. The City shall review the Proposal, and, if acceptable, approve the proposed rate(s) through a Purchase Order or a written amendment. Contractor must clearly provide justification for any additional rates. No such rates shall be effective or compensable unless expressly approved by the City through a Purchase Order or a written amendment.

2.4 Rate Adjustments

After the first two years of the Agreement, rate adjustments may be negotiated no more than once annually. Contractor shall submit any proposed rate adjustments in writing to the City at least ninety (90) days prior to the requested effective date. Any proposed rate adjustments are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City.

2.5 Labor Union or Prevailing Wage Adjustments

If Contractor's employees are covered by a collective bargaining agreement or prevailing wage determination that results in an increase in mandatory labor wages during the term

of the Agreement, Contractor may request a corresponding rate adjustment. Any such request shall include documentation substantiating the applicable labor agreement or prevailing wage determination, the effective date and percentage of the wage increase, and a demonstration of how the increase impacts the rates in Appendix B1.

SECTION 3. PAYMENT PROVISIONS

3.1 Time and Materials

For Services authorized to be paid on a time and materials basis, Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:

3.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.1.2 Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.

3.1.3 Sufficient detail for City to verify (a) that the charges are in accordance with the Purchase Order, (b) that rates listed in Appendix B1 are charged, and (c) where applicable, hours worked can be matched to certified payroll submittals.

3.2 Fixed Price

For Services authorized to be paid on a fixed price basis, Contractor shall base the invoice on either (a) the percentage of Services completed during the previous month or (b) a lump sum amount upon the completion of deliverable(s) and subject to the following:

3.2.1 Invoices must include the following information:

3.2.1.1 Invoice Number, Purchase Order Number, and Invoice Period.

3.2.1.2 Detailed information on the Services performed on each deliverable or task completed on each project, as applicable.

3.2.2 Contractor shall not invoice labor costs subject to prevailing wages in advance of performing the applicable Services.

3.2.3 With regard to milestone payments, Contractor shall invoice each milestone payment in full. Contractor shall not separate milestone payments into multiple invoices.

3.3 Pre-Payment

City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.

3.4 Payment Limited to Satisfactory Work.

Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.

3.5 Certified Payroll

When applicable, Contractor and all subcontractors shall submit certified payroll records for all workers employed in the performance of the Services. All certified payrolls shall be submitted in accordance with the requirements set forth in Exhibit D (Labor Compliance).

3.6 Accurate Invoice

Invoices shall be accurate, itemized, and submitted in a form acceptable to the City. If an invoice is incomplete or inaccurate, the City may return it to Contractor for correction and resubmittal before payment can be processed. Contractor shall not charge the City any interest, late fees, or penalties on any outstanding or delayed invoices due to inaccurate billing.

3.7 Billing for Billing

The City shall not pay for time associated with administrative or billing-related tasks, including but not limited to preparing responses to Work Requests, addressing billing issues, or communicating with auditors.

3.8 Payment

If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.

3.9 Confidential

Invoices and related payment documentation are public records and are not confidential, even if marked as confidential when submitted by Contractor.

APPENDIX B1 TO EXHIBIT B
RATE SCHEDULE

[INSERT RATE SCHEDULE]

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:

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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.

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:

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

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

iii. 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.

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.

WORKERS' COMPENSATION

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.

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).

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.

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.

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.

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.

Cancellation.

iv. 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.

v. 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.

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.

ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

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.

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.

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.

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.

EVIDENCE OF COMPLIANCE

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

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Department of Public Works
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

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.

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.

2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.

3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

REPORT TO COUNCIL

SUBJECT

Update to Council on Charter Review Committee Progress with its Assigned "Charter Project" Proposed Plan for Charter Reorganization, and Proposed Schedule for City Council Consideration and Action

BACKGROUND

The idea for a comprehensive review and update of the City Charter (now commonly referred to as the "Charter Project") was incorporated into the Governance and Ethics Committee Work Plan in early 2025. An outline for the project was first formally presented to the Governance and Ethics Committee on May 1, 2025. Senior City staff were supportive of the project based on their own assessment, and feedback from the different departments responsible for implementing its terms, that a number of Charter provisions were ambiguous, out of date, not aligned with current City operations or best practices, and/or not aligned with current laws. With support from the Committee, the project concept was presented to the full City Council on July 15, 2025. Recognizing the potential benefits of the project, the Council directed staff to take the initial steps to form a Charter Review Committee for purposes of implementing the "Charter Project" (the Charter Project CRC). Council direction included terms for the CRC's composition, selection process and purposes. Staff advertised the availability of CRC positions and, with the City Clerk, implemented the CRC lottery selection and appointment process. On September 16, 2025, the City Council appointed the CRC members and formally established the CRC by adoption of the CRC Bylaws.

Section 2 of the City Council adopted Bylaws for the Charter Project CRC describes its purpose as follows:

> "The purpose of the CRC is to work with City staff, with input from the community, to facilitate the implementation of the "Charter Project." The Charter Project involves a process for comprehensive review of the City Charter to identify provisions in the Charter that should be corrected, clarified or modified for the Charter to be fully consistent with applicable state law, aligned with current best practices for City operations and, in general, easier to understand and apply. At the end of the process, the objective of the Charter Project is to produce a draft comprehensive Charter Amendment for presentation to the City Council and, if the City Council so directs, possibly the voters at the November 2026 Election."

Section 3 of the Bylaws sets forth a list of the CRC's duties. Section 3.4 describes the CRC's ultimate duty as follows:

> "Make a Recommendation to the City Council regarding a Comprehensive Amendment of the City Charter. To implement the Charter Project City staff will be preparing draft revisions to the City Charter for consideration and input by CRC Subcommittees and/or the CRC itself. At the

end of the process, the CRC will be expected to make a recommendation to the City Council on one or more proposed amendments to the City Charter. The proposed "top to bottom" review process is intended to be driven by practical and legal considerations, with the prime objective being to bring the Charter up to current "best practices" for City operations. It is not intended to implement any major restructuring of City operations or to change the City's election process. In the end, it will be up to the Charter Review Committee to recommend, and the City Council to decide which, if any, of the proposed changes will be presented to the voters as part a comprehensive update to the City Charter. In order to coordinate with the City Council's summer meeting schedule, and to meet the timing requirements for submittals of measures to voters at the November 2026 election, the CRC shall endeavor to finalize and present its recommendation(s) to the City Council by no later than June 29, 2026."

This report is intended to update the City Council on the Charter Project CRC's progress to date towards implementing the Charter Project.

DISCUSSION

CRC Meetings and Activities.
Since October, the Charter Project CRC has met six (6) times. Meetings were held in 2025 on October 1st, October 22nd and November 19th and in 2026 on January 21st, February 18th and March 18th. Early meetings focused on training and work plan development. Since then, significant actions taken to date by the CRC include:

- Formation of six (6) Ad Hoc Subcommittees to serve as working groups for their assigned sections. The six Groups' assigned work areas are as follows: (1) Powers and Structure of City Government: Rules/Process for Action; (2) City Council: Elections, Powers and Conduct of Meetings; (3) Senior Officials: Duties and Qualifications; (4) Boards and Commissions: Composition, Powers and Duties; (5) Civil Service: General Rules for Classified and Unclassified Employees; Commission Composition and Duties; and (6) Fiscal Administration and Procurement.

- Consideration and approval (in concept) of proposed changes to Article XI, Civil Service (setting forth the City's basic structure and rules of classified and unclassified positions), and Sections 1010 and 1011 (setting forth the terms for the Civil Service composition and powers and duties). Early action on these provisions was necessary in order to allow for potentially impacted labor groups to be consulted and provide input on the proposed changes. Note: Staff recently commenced the process for solicitation of input from labor groups.

- Consideration and approval in concept of working definitions of the different "levels" of changes to the Charter. The idea here was to categorize proposed changes into levels so that when the total package is presented to the City Council, the Council will have a basis to evaluate which of the proposed changes ought to be included in the comprehensive Charter amendment submittal to the voters (generally, Levels One and Two), which changes might be so significant or implicate politically sensitive areas that such changes might be considered for presentation to the voters as one or more separate ballot measures (generally, Level Three), and which areas discussed were so

significant, complex or sensitive that they were beyond the scope of the Charter Project CRC, but might warrant future study or consideration.(Level Four)
(See current draft of proposed Levels attached hereto as Attachment 1)

- Consideration and approval (in concept) of plan for an overall reorganization of the City Charter. As currently proposed, this overall reorganization would include a number of elements: (1) Consolidation of Articles I through V; (2) shifting of certain Sections into more logical arrangements by subject matter; (3) retitling of Articles and Sections with more descriptive language; (4) breaking up longer Sections into titled Subsections; (5) deleting headings and numbering left over from previously deleted Sections; (6) re-numbering all Articles and Sections with a more modern, intuitive numbering system; and (7) creation of a comprehensive matrix to be attached at the end of the Charter showing the history of changes to each Section, references to previous Section numbers, and references to City Code Sections that are implementing of the Charter. Note: the pros and cons of this approach are discussed in more detail, below.

Ad Hoc Subcommittee Meetings and Activities.
As of the date of publication of the agenda including this item, the following Ad Hoc Subcommittee meetings have been held. :

- Group One: Power and Structure of City Government: Rules/Process for Action
  - November 12, 2025
  - December 15, 2025
  - January 14, 2025

- Group Two: City Council: Elections, Powers and Conduct of Meetings
  - December 8, 2025
  - February 9, 2026
  - March 9, 2026

- Group Three: Senior Officials: Duties and Qualifications
  - January 12, 2025
  - March 11, 2026

- Group Four: Boards and Commissions: Composition, Powers and Duties
  - November 13, 2025
  - December 15, 2025
  - February 12, 2026
  - March 12, 2026

- Group Five: Civil Service: General Rules for Classified and Unclassified Employees; Commission Composition and Duties
  - November 17, 2025
  - January 5, 2026
  - January 14, 2026

- Group Six: Fiscal Administration and Procurement
  - February 4, 2026
  - March 17, 2026

At each monthly CRC meeting, the CRC agenda includes a report out from each Ad Hoc Subcommittee that has met since their last "report out." Report outs include a summary of issues discussed, input (if any) received from Charter Project "stakeholders" (for example, relevant City Staff, Boards and Commissions), benchmarking information and proposed next steps. CRC questions and input are also solicited.

Most Ad Hoc Subcommittees have moved beyond mere discussions of issues and are now reviewing and commenting on actual proposed Charter language. To continue this work effort, many more Ad Hoc Subcommittee meetings are already on calendar. Ultimately, each Ad Hoc Subcommittee will be presenting their proposed language changes to the CRC for CRC consideration and action on what to recommend to the City Council. The collection of all of these recommendations will then be packaged and presented to the City Council for Council consideration and action.

Scheduling

At the March 18, 2026 CRC Meeting, staff suggested that in order to complete the project, there would likely need to be more CRC meetings beyond the currently scheduled April 15th, May 20th and June 17th meetings. CRC understood and was amenable to this. Staff is currently looking at the calendar to propose additional meeting dates.

The current intent is to be in a position to present the full Charter Project CRC recommendation to the City Council at the June 9, 2026 Council meeting. After receiving Council preliminary input, the CRC would meet further, as needed to, make any requested modifications and refine the proposal. The recommendation would then be re-presented to Council later in June or early July. If Council desires to proceed to place a measure on the ballot, the full ballot package would need to be delivered to the County Registrar by no later than August 7, 2026. In order not to intrude on the Council's scheduled summer recess, that means final City Council action on Charter update ballot proposal would need to occur at the Council's currently scheduled July 14, 2026 meeting.

Pros and Cons of the Proposed Comprehensive Reorganization.

At their February 18, 2026 meeting the Charter Project CRC considered the proposed comprehensive Charter reorganization concept, along with the pros and cons of such approach presented by staff. The primary arguments in favor included: (1) such a reorganization would be perfectly aligned with the Charter Project's stated purposes by making the Charter more modern and "user friendly" for the public and for professional staff; (2) the deletion of unused Section headings and internal history references would make the Charter shorter, less cluttered and easier to read; (3) the proposed new "tools" including an expanded definitions section, and a detailed matrix with Section amendment and numbering history, along with references to relevant City Code sections, would also enhance Charter usability. Arguments against a comprehensive Charter reorganization included: (1) if an underline/strikeout of the proposed changes were to be placed on the ballot, it could turn off the voting public if it appeared that the changes were not being fully explained or evident; (2) if the full text of all changes needed to be included on the ballot it would increase the cost of the ballot measure; and (3) if a measure with comprehensive renumbering were to be approved by voters, full implementation would require a review and update of the City Code and all other materials

referencing the Charter to update the existing Section references.

Ultimately, the CRC approved proceeding with the comprehensive reorganization. On balance, since they were already undertaking a comprehensive update of the Charter, the consensus of the CRC was that now was the right time to also implement the comprehensive reorganization and renumbering system. They were also apprised that there was no legal requirement to place an underline/strikeout version of proposed changes on the ballot, so that a very messy and complicated document need not be what the voters acted on. Instead, a link could be provided in the ballot measure and/or the City Attorney's Impartial Analysis to the City's website for the full Charter language. This would include an underline strikeout of all proposed changes, a detailed description of all the proposed changes, and an extensive FAQ Section. In light of this, the CRC voted unanimously to support including the comprehensive Charter reorganization concept as part of their work plan.

On staff's suggestion, the CRC included in their action a request that City Council be provided a preview of the proposed reorganization in case there was any issues or concerns. This item presents that preview, along with the current draft reorganization summary (Attachment 2). If the Council, or any individual Councilmember has any concerns with this approach, this item can be pulled for further discussion. Any individual Councilmember can also contact City Attorney Googins with any questions. CRC Members Diamond and Tansey, along with CRC Chair Nikolai have indicated that they would also be available to respond to any questions at the April 7th meeting if necessary.

RECOMMENDATION

Note and file the report.

Reviewed by: Courtney Mohammadi, Legal Executive Assistant, City Attorney's Office
Approved by: Glen Googins, City Attorney

ATTACHMENTS

1. Charter Project "Levels" Summary
2. Proposed Charter Reorganization Summary (DRAFT dated February 18, 2026)

Charter Project "Levels"

[Presented to the CRC on February 18, 2026]

Level One

Changes in form and appearance that are not substantive. Includes corrections, rewording for clarity, reorganization, elimination of redundancies, consistency of cross-references and numbering, consolidation of sections, elimination of headings for previously deleted sections, rewording of headings to better reflect content, addition of subheadings, defined terms, and other Charter-wide conventions to improve comprehension and usability.

Level Two

Rewordings, deletions and additions intended to add clarity, fill gaps, eliminate ambiguities, replace outdated (no longer used) practices with current "best" practices, and provide consistency with state law. Some changes are "substantive" but are not thought to be that significant or made in sensitive areas so as to warrant consideration as possible separate ballot measures.

Note: Both Level One and Level Two Changes will be recommended to be combined in one ballot measure

Level Three

Changes to policies or procedures that may be considered "best practices" or are otherwise viewed as desirable, and that the CRC recommends, but either involve political sensitivity, or are of such independent significance, that they may justify consideration as separate ballot measures.

Note: Ideally, Level Three changes would be combined with Level One and Level Two Changes, but some or all may warrant separate consideration

Level Four

Possible changes to the Charter that are either too complicated or too significant to have been fully analyzed or appropriate for consideration as part of this Charter update project, but are worthy of further study and consideration in the future.

Note: An example of this might be "ranked-choice" voting.

Charter Project
Proposed Reorganization
DRAFT
February 18, 2026

Preamble

Article One
Essential Terms

Article Two
Elected Officials

Article Three
Conduct of Elections

Article Four
City Council Actions and Limitations

Article Five
Organization of City Government

Article Six
Appointed Boards and Commissions

Article Seven
City Workforce

Article Eight
Fiscal Administration [and Finance]

Article Nine
Public Contracting (Including Franchises)

Article Ten
General Provisions

Article One
Essential Terms

Existing Articles/Sections:
Article I - Name of City, Article II - Boundaries, Section 400 - General grant of power, Section 500 - Form of Government, *[Section 706 – Powers, Section 1800 – Defined Terms]*

Proposed Reconfigured Sections
Section 100 Name
Section 101 Boundaries
Section 102 Powers
Section 103 Form of Government
Section 104 Relationship with Other Laws
Section 105 Defined Terms

Article Two
Elected Officials

Existing Articles/Sections:
Section 600 - City elected officers, Certain Sections in Article VII, 700.1 - Elections – City Council Districts, 701 - Term limits of mayor and council members, 701.1 - Qualifications for Chief of Police, 702 - Compensation, Parts of Section 703 - Vacancies, 704 – Presiding Officer – Mayor, 704.1 - Mayor – Limitation of terms, 704.2 - Mayor Political position, 704.3 - Mayor – Powers and duties, 704.4 - Mayor – Vacancy, 705 - Vice Mayor, *[Section 706 - Powers], Section 912 – Oath of Office]*

Proposed Reconfigured Sections
Section 200 City Elected Officials
Section 201 Required Qualifications
- a. Applicable to All
- b. Mayor and Council
- c. Chief of Police
- d. City Clerk

Section 202 Powers and Duties
- a. Mayor
- b. Councilmembers
- c. Chief of Police
- d. City Clerk

Section 203 Election and Appointment
- a. Mayor, City Clerk and Chief of Police Elected City-wide
- b. City Councilmembers Elected By District
- c. Term Limits
- d. Vacancies
- e. Commencement of Term; Oath of Office

Section 204 Compensation

Article Three
City Elections

Existing Articles/Sections:
600.01, Municipal Elections, 600.02, Consolidation of Elections, 700 - Term – Method of holding elections, 700.2 - Election Following Change of Boundaries, parts of Section 703 - Vacancies, 711 - Election and Qualification of Council Members

Proposed Reconfigured Sections
Section 300 Regular Elections
Section 301 Special Elections
Section 302 Consolidation of Elections
Section 303 Councilmember District Elections
Section 304 Administration of Elections
Section 305 Applicable Law

Article Four
City Council Actions and Limitations

Existing Articles/Sections:
Section 401 - Disposal of Public Utility; Certain Sections in Article VII, including: Section 707- Regular meetings, 708 - Special meetings, 709 - Place of meeting, 710 - Quorum, 712 - Proceedings, 713 - Action by ordinance or resolution, 714 - Power to lease, sell or convey City Property, 714.1 - Protection of parkland and public open space; Certain Sections in Article VIII, including: Section 807 - Prohibitions against Councilmanic interference, 808 - Ordinances, 809 - Repeal or amendment of ordinances, 810 - Effective date of ordinances, 811 - Emergency Ordinances, 812 - Publication of ordinances, 813 - Codification of ordinances, 814 - Adoption of printed building codes, etc., 815 - Publication of legal notices, *[910, Administrative Code]*

Proposed Reconfigured Sections
Section 401 City Council Authority
Section 402 City Council Meetings
- a. Regular Meetings
- b. Special Meetings
- c. Rules for Conduct of Meetings

Section 403 Forms of Action
- a. Ordinance
- b. Resolution

Section 404 Limitations on Authority/Actions
- a. Prohibitions on “Councilmanic Interference”
- b. Sale of public utility
- c. Certain sales of real property
- d. Transfer or change of use of parkland and public open spaces
- e. Reserved powers of electorate (initiative/referendum)

Article Five
Organization of City Government

Existing Articles/Sections:
Certain Sections in Article VIII, including: Section 800 - Appointment, 801 - Compensation, 802- Powers and Duties, 803 - Rules and Regulations, 804 - Manager pro tempore, 805 - Participation in Council action, 806 - Removal by City Manager; Certain Sections in Article IX including: Section 900 - Officers to be appointed by the City Council and by the City Manager, 901 - Other appointive officers, 902 - Appointive officers; duties, 903 - City clerk; powers and duties, Section 904 - Director of Finance, 905 - City Engineer and Department of Public Works, 906 - Chief of the Police Department, 907 - Chief of the Fire Department, 908 - City Attorney, 909 - City Auditor, *[910 - Administrative Code]*, 911 - Official Bonds, *[Article XII – Retirement]*

Proposed Reconfigured Sections
Section 501 Organization of City Government
Section 502 Officers Appointed by Council
- a. City Manager
- b. City Attorney
- c. City Auditor

Section 503 Officers Appointed by the City Manager
- a. In General
- b. Director of Finance
- c. Director of Public Works
- d. Chief of the Fire Department

Section 504 Other Officers and Employees
Section 505 Retirement System

Article Six
Appointed Boards and Commissions

Existing Articles/Sections:
Article X, Sections 1000 – In general, 1001 – Appointments; terms, 1003 – Meetings; Chair, 1004 - Compensation, vacancies, 1005 – Oaths; affirmations, 1006 – Planning Commission – Generally, 1007 Planning Commission -Duties and powers, 1008 – Parks and Recreation Commission, 1009 – Parks and Recreation Commission – Powers and Duties, 1010 – Civil Service Commission, 1011 – Civil Service Commission – Powers and Duties, 1012 – Board of Library Trustees, 1013 – Board of Library Trustees – Powers and Duties

Proposed Reconfigured Sections
Section 600 In General
- a. Charter boards and commissions
- b. Other boards and commissions to be created by ordinance/resolution
- c. City Council to provide funding
- d. Appointment Process
- e. Terms
- f. Compensation

Section 601 Planning Commission
Section 602 Parks and Recreation Commission
Section 603 Civil Service Commission
Section 604 Board of Library Trustees

Article Seven
City Workforce

Existing Articles/Sections
Article XI – Civil Service, including Section 1100 – Civil Service; merit principle, 1101 – Classified Service, 1102 – Appointments from classified to the unclassified service, 1103 – Classification, 1104 – Pay Plan, 1105 – Civil Service rules and regulations, 1106 – Reserved, 1107 – Prohibitions, 1108 – Contract for administrative services

Proposed Reconfigured Sections
Section 700 Classified and Unclassified Service
Section 701 Classified Service; Merit Principle
Section 702 Council Approval of Classification and Pay Plan
Section 704 Rights Retained Upon Appointment from Classified to Unclassified Service
Section 705 Civil Services Rules and Regulations
Section 706 Prohibitions; Violations
Section 707 City Authority to Contract for Administrative Services

Article Eight
Fiscal Administration [and Finance]

Existing Articles/Sections
Article XII – Retirement, Certain (most) Sections of Article XIII, including Section 1300 – Fiscal Year, 1301 – Annual budget, 1302 – Budget –Submission to City Council, 1303 – Budget – Public Hearing, 1304 – Budget – Further consideration and adoption, 1305 – Budget – Appropriations, Repealed Sections 1306 through 1308, 1309 – Bonded debt limit, 1311 – General Fund, 1312 – Capital project funds, 1313 – Department funds, 1314 – Petty cash funds, Repealed Sections 1315 and 1316, 1319 – Independent Audit, 1320 – Utilities Fund, 1321 – Revenue Bonds

Proposed Reconfigured Sections
Section 801 Fiscal year
Section 802 Budget
- a. Preparation
- b. Adoption
- c. Amendment
- d. Carryforwards

Section 803 Required Budget Components
- a. General Fund
- b. Capital Fund
- c. General Enterprise Funds
- d. Utility fund
- e. Reserves

Section 804 Finance Authority
Section 805 Finance Limitations
Section 806 Independent Audit
Section 807 Retirement

Article Nine
Public Contracting (Including Franchises)

Existing Articles/Sections
Section 1310, Contracts on public works, Section 1318 – Centralized purchasing, Article XIV - Franchises

Proposed Reconfigured Sections
Section 900 Centralized Purchasing
Section 901 Public Works
Section 912 Use of City Forces
Section 913 Franchises

Article Ten
General Provisions

Existing Articles/Sections
Article III – Succession, Section 1317 – Actions Against City, Article XVIII – Miscellaneous, including Sections 1800 – Definitions, 1801 – Violation, 1802 – Validity, 1803 – Effective Date

Proposed Reconfigured Sections
Section 1000 Definitions
Section 1001 Effective Date
Section 1002 Actions Against City
Section 1003 Violations and Enforcement

Article One
Essential Terms

Section 100 Name
Section 101 Boundaries
Section 102 Powers
Section 103 Form of Government
Section 104 Relationship with Other Laws
Section 105 Defined Terms

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Elected Officials

Section 200 City Elected Officials
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- a. Mayor, City Clerk and Chief of Police Elected City-wide
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- c. Term Limits
- d. Vacancies
- e. Commencement of Term; Oath of Office

Section 204 Compensation

Article Three
Municipal Elections

Section 300 Regular Elections
Section 301 Special Elections
Section 302 Consolidation of Elections
Section 303 Councilmember District Elections
Section 304 Administration of Elections
Section 305 Applicable Law

Article Four
City Council Actions and Limitations

Section 401 City Council Authority
Section 402 City Council Meetings
- a. Regular Meetings
- b. Special Meetings
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- a. Ordinance
- b. Resolution

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- b. Director of Finance
- c. Director of Public Works
- d. Chief of the Fire Department

Section 504 Other Officers and Employees
Section 505 Retirement System

Article Six
Appointed Boards and Commissions

Section 600 In General
- a. Charter boards and commissions
- b. Other boards and commissions to be created by ordinance/resolution
- c. City Council to provide funding
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- e. Terms
- f. Compensation

Section 601 Planning Commission
Section 602 Parks and Recreation Commission
Section 603 Civil Service Commission
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Article Seven
Civil Service

Section 700 Classified and Unclassified Service
Section 701 Classified Service; Merit Principle
Section 702 Council Approval of Classification and Pay Plan
Section 704 Rights Retained Upon Appointment from Classified to Unclassified Service
Section 705 Civil Services Rules and Regulations
Section 706 Prohibitions; Violations
Section 707 City Authority to Contract for Administrative Services

Article Eight
Fiscal Administration [and Finance]

Section 801 Fiscal year
Section 802 Budget
- a. Preparation
- b. Adoption
- c. Amendment
- d. Carryforwards

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- a. General Fund
- b. Capital Fund
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- d. Utility fund
- e. Reserves

Section 804 Finance Authority
Section 805 Finance Limitations
Section 806 Independent Audit
Section 807 Retirement

Article Nine
Public Contracting (Including Franchises)

Section 900 Centralized Purchasing
Section 901 Public Works
Section 912 Use of City Forces
Section 913 Franchises

Article Ten
General Provisions

Section 1000 Definitions
Section 1001 Effective Date
Section 1002 Actions Against City
Section 1003 Violations and Enforcement

26-148 **Agenda Date: 4/7/2026**

REPORT TO COUNCIL

SUBJECT

Action on Resolution Establishing the Political Campaign Voluntary Expenditure Limit and Campaign Contribution Limits for the November 3, 2026, Municipal Election; Information on Levine Act (SB1439) Requirements

BACKGROUND

The City of Santa Clara Political Campaign Finance Reform Act (the "Act"), codified in Chapter 2.130 of the Santa Clara City Code, established an initial limit for a candidate's voluntary campaign expenditures of $25,000 for the November 2000 City election. The Act contains a cost-of-living adjustment using the index from the U.S. Department of Labor, Bureau of Consumers (CPI-U), San Francisco, Oakland, San Jose subgroup - all items ("CPI"), to be adjusted on an annual basis.

The Act also contains individual campaign contribution limits that were originally established at $500 for candidates who accepted the voluntary expenditure limit and $250 for those who did not. In 2014, the Act was amended to require that the applicable contribution limits also be adjusted by the CPI on an annual basis, rounded to the nearest ten-dollar figure.

The Act was amended in May 2018 to increase transparency for the voters of Santa Clara by creating specific disclosure requirements for “dark money” campaign contributions to independent political organizations not controlled by candidates. The Act now includes mandatory disclosure of all contributions of one hundred dollars ($100) or more to any organization that makes expenditures that affect or are intended to affect a local Santa Clara election to City office or for or against a local Santa Clara ballot measure. Contributions must be reported in the same manner as campaign contributions are required to be reported under SCCC 2.130.280 <http://www.codepublishing.com/CA/SantaClara/>.

DISCUSSION

Pursuant to City Code Section 2.130.050, the Council must adjust the contribution limits by Resolution. Accordingly, the attached Resolution has been prepared accounting for the annual cost-of-living adjustments applicable to the expenditure limit for the upcoming 2026 November General Municipal Election, which shall be set at $55,890 for city-wide based contests and $29,590 for district -based contests. Similarly, CPI adjustments were calculated for the individual campaign contributions. For candidates who accept the voluntary expenditure limit, the limit on individual campaign contributions shall be $760; and for candidates who do not accept the voluntary expenditure limit, the limit on individual campaign contributions shall be $380.

The Finance Department staff reviewed the annual changes in CPI since 2014, when the Act was amended to require that the applicable contribution limits be adjusted annually by the CPI, rounded to the nearest ten-dollar figure. The average annual CPI increase over this period was 3.8%.

Pursuant to City Code section 2.130.050, the last day a campaign contribution may be deposited shall be eleven (11) calendar days before the election date (i.e., a Tuesday, November 3rd election date would make Friday, October 23rd the last day to deposit a contribution) and the last day a payment for campaign expenses may be made shall be the last day of the month following the election month (i.e., a November election would require that all campaign expenses be paid by December 31st - the last day of the month following the election month).

SB 1439 Levine Act Requirements

Candidates running in the 2026 municipal election should be aware of Senate Bill 1430 also known as the Levine Act that was passed by the California Legislature in 2022. This bill amended California Gov't Code Section 84308 of the Political Reform Act ("the Act"). Prior to January 1, 2023, Section 84308 only applied to appointed officials, but it has been broadened to include members that are directly elected by voters, including local elected officials.

Section 84308 is a California law aimed at preventing "pay-to-play" practices, in part, by prohibiting parties, participants, and their respective agents in a proceeding involving a license, permit, or other entitlement for use (collectively referenced as an "entitlement for use proceeding" or "proceeding") from contributing more than $500 to an officer of the agency the proceeding is before during a 12-month period. An officer is similarly prohibited from accepting, soliciting or directing such a contribution. The prohibition on contributions applies to any 12-month period while the proceeding is pending and for 12 months following the date a final decision is rendered in the proceeding.

Under Section 84308, the officer of an agency is required to disclose any contribution exceeding an aggregate $500 that a party or any participant has made to them within the 12 months preceding the proceeding. Further, the officer of an agency may not make, participate in making, or in any way attempt to use their official position to influence the decision in the proceeding pending before the agency if the officer has received a contribution of more than $500 within the preceding 12 months from a party, or a party's agent. An officer of an agency is similarly prohibited from taking part in a proceeding if the officer received a contribution of more than $500 within the preceding 12 months from a participant, or participant's agency, if the officer knows or has reason to know that the participant has a financial interest in the decision.

Candidates and Elected Officials should become aware of these rules and their responsibilities as they solicit campaign contributions during this election period. **A supplemental information Memorandum from the City Attorney's Office regarding Levine Act requirements and compliance guidelines is attached to this report.** The City Clerk's Office will also be updating its web page with more information on the Levine Act requirements.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no cost associated with this action other than staff time and expense.

COORDINATION

This report was prepared in coordination with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution establishing the Political Campaign Voluntary Expenditure Limit and Campaign Contribution Limit for the November 3, 2026 General Municipal Election with:

1. The voluntary expenditure limit based on CPI adjustments set to $55,890 for city-wide contests and $29,590 for district-based contests; and
2. The individual campaign contributions based on CPI adjustments set to $760 for candidates who accept the voluntary expenditure limit and $380 for candidates who do not accept the voluntary expenditure limit.

Prepared by Nora Pimentel, Assistant City Clerk
Reviewed by Kenn Lee, Finance Director
Reviewed by Glen Googins, City Attorney
Approved by Bob O'Keefe, City Clerk

ATTACHMENTS

1. Resolution
2. Memorandum from the City Attorney's Office Regarding Levine Act Requirements and Compliance Guidelines

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA ESTABLISHING THE POLITICAL CAMPAIGN VOLUNTARY EXPENDITURE LIMIT AND THE CAMPAIGN CONTRIBUTION LIMIT FOR THE NOVEMBER 5, 2026 GENERAL MUNICIPAL ELECTION

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

WHEREAS, Chapter 2.130 (Political Campaign Finance Reform Act) of "The Code of the City of Santa Clara, California" (City Code) contains provisions (i) limiting the expenditure of campaign funds by the candidates and (ii) controlling the campaign contributions to candidates for elective office in the City of Santa Clara;

WHEREAS, Section 2.130.160 (Candidate acceptance or rejection of expenditure limits) of the City Code provided for an initial voluntary expenditure limit of $25,000, but further provided that the $25,000 limit was to be adjusted for the cost of living prior to each election. The expenditure limit was last adjusted to $48,290 by the City Council on April 9, 2024;

WHEREAS, Section 2.130.050 (Limits on contributions from persons) of the City Code provided for an initial individual contribution limit of $500 from any candidate that accepted the voluntary expenditure limit and $250 for any candidate that did not. The contribution limit was last adjusted to $660 and $320, respectively; and

WHEREAS, contribution limits established by City Code shall be adjusted on an annual basis by a percentage equal to the Consumer Price Index for All Urban Consumers for the San Francisco Bay Area (CPI).

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

1. City Council sets the voluntary expenditure limit for the November 3, 2026 General Municipal Election to $55,890 for citywide based contests and $29,590 for district based contests.

3. City Council sets the individual campaign contributions based on CPI adjustments as

follows:

- $760 for candidates who accept the voluntary expenditure limit
- $380 for candidates who do not accept the voluntary expenditure limit

4. The political campaign voluntary expenditure limit and campaign contribution limits established by Resolution No. 24-9314 (adopted April 9, 2024) are hereby repealed.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 7th DAY OF APRIL 2026, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
Bob O'Keefe
CITY CLERK

City of Santa Clara
The Center of What's Possible

City Attorney's Office
Memorandum

Date: April 7, 2026

To: Honorable Mayor and Council Members

From: Glen R. Googins, City Attorney
Marguerite M. Malloy, Assistant City Attorney

Subject: Senate Bill 1243 Amending the Levine Act– Campaign Contributions of Greater Than $500 May Present Conflicts of Interest Requiring Disclosure, Recusal or, in Certain Circumstances, Return of the Contribution

The Council "Election Cycle" allowing for campaign contributions is set to begin on May 1, 2026. The purpose of this memorandum is to provide information regarding changes to conflict-of-interest laws governing campaign contributions that apply to City Councilmembers. The revisions to the law, commonly known as the "Levine Act," make campaign contributions of greater than $500, up from $250 in 2024, received or solicited by local elected officials "financial interests" for conflict-of-interest purposes.

Details of the amendments to the Levine Act are provided below. For all potential candidates who may be active in the upcoming Election Cycle, some practical tips are also provided to help you track campaign contributions at issue and facilitate compliance with the Act's disclosure and recusal requirements.

1. Prohibitions on Receipt of Campaign Contribution from a Party or Participant in Excess of $500 Where a Related Action is Pending

A. General Rule.

Beginning January 1, 2025, local elected officials **may not accept, solicit, or direct contributions** of more than $500 from a party or participant, or agent thereof, ("Contributing Party") where such Contributing Party has proceeding for approval of a license, permit, contract or other entitlement before such local officials as decision makers. This prohibition continues for 12 months following the date of the final decision in the proceeding, and applies whether the local elected official accepted, solicited, or directed the contribution on such official's own behalf, or on behalf of any other official, or on behalf of any candidate for office or on behalf of any committee.

B. Key Definitions.

1. What is a “Pending Proceeding”?

A “proceeding” covered by the Levine Act involves an action to grant, deny, revoke, restrict or modify "licenses, permits, or other entitlements for use.” Included in this are all business, profession, and trade, and land use licenses and permits, and other entitlements for use, including all entitlements for land use, all contracts and all franchises. Note: Decisions on general plans, general building or development standards or other rules of general application are not covered, as well as purely ministerial decisions where no discretion is exercised.

Amendments to the Levine Act provide, license, permit or other entitlement for use does not include any of the following:

- Competitively bid contracts that are required by law, policy, or rule to be awarded pursuant to a competitive process.
- Labor contracts.
- Personal employment contracts.
- Contracts valued under fifty thousand dollars ($50,000).
- Contracts where no party receives financial compensation.
- Contracts between two or more agencies.
- The periodic review or renewal of development agreements unless there is a material modification or amendment proposed to the agreement. Non-material modifications or amendments may be approved by staff.
- The periodic review or renewal of competitively bid contracts unless there are material modifications or amendments proposed to the agreement that are valued at more than 10 percent of the value of the contract or fifty thousand dollars ($50,000), whichever is less. Non-material modifications or amendments may be approved by staff.
- Modification of or amendments to contracts that are exempt, other than competitively bid contracts.

A proceeding is “pending” under the Levine Act when: (1) an application has been filed, the proceeding has been commenced, or the issue has otherwise been submitted to the jurisdiction of an agency for its determination or other action; and (2) the proceeding is of a type about which the officers of the agency are required by law to make a decision, or the matter has been submitted to those officers for their decision.

2. Who is a "Party, Participant or Agent"?

A "party" is any person (including a business entity) who files an application for, or is the subject of, a proceeding involving a license, permit or other entitlement for use.

A "participant," while not an actual party to the proceeding, is anyone who: (1) actively supports or opposes a particular decision (e.g., lobbies the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence the officers of the agency); and (2) has a financial interest in the outcome of the decision. Most notably, "participants" include non-parties who actively support or oppose a particular decision and who have a financial interest in the decision. As an example, a close neighbor to a property that is the subject of a land use decision may be a "participant" even if the neighbor's property is not the subject of the decision.

An "agent" of a party or participant is an individual or firm who represents a party or a participant in a proceeding. If an agent is an employee or member of a law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered "agents" for Levine Act purposes. The Levine Act now provides: (1) an agent includes a lobbyist registered to lobby the City and who otherwise meets the requirements of being an agent; and (2) an agent to a party or participant shall not make a contribution in any amount to an officer during the proceeding and for 12 months following the date the final decision is rendered by the City in the proceeding.

C. Example:

Here's a simple example of how these rules might apply: A developer has submitted an application for a residential project on City property. Since April, City staff has been actively negotiating a development agreement for the project with the developer. In May, during the City's "Election Season," a council member receives a $550 campaign contribution from a lobbyist working on the project. Under the Levine Act, that lobbyist is considered a "participant" in the project, and this campaign contribution is prohibited. Note: See Section 3, below, for how the Council member might return the contribution and "cure" the violation.

2. Disclosure and Recusal Requirements For Council Proceedings Occurring within Twelve Months of Contributions from a Party of Participant in Excess of $500

Even where the matter is not "pending" at the time of the contribution, local elected officials are now required to disclose on the record and recuse themselves from any proceeding involving a license, permit, or other entitlement for use, if they willfully or knowingly received a campaign contribution of more than $500 from a party or participant within the previous 12 months leading up to the decision.

Here's a simple example of how these rules might apply: In October, during election season, a council member receives a $600 campaign contribution from their neighbor. The following January, the City receives an application to construct a movie theater on a vacant lot across from the neighbor's home. Since January, the neighbor has been actively writing to City officials and participating in community meetings, commission meetings and the City Council meeting to oppose the project. Because the neighbor has been actively engaged with the City on the project and has a financial interest in the outcome of the decision, they are considered a "participant" under the Levine Act. The council member that received the campaign contribution is required to disclose on the record and recuse themselves from participating on the matter unless they are able to cure the violation as provided in Section 3, below.

3. Ability to "Cure" Potential Violations

A. Curing a Violation During a Pending Decision

Disclosure and Recusal may not be required if an otherwise disqualifying campaign contribution is returned within 30 days of actual or "constructive" knowledge of the donation. (Constructive knowledge means that based on the facts and circumstances, someone should have known that they had a disqualifying campaign contribution.) If an elected or appointed official receives a contribution that will otherwise require disqualification under Section 84308, they may participate if they return the contribution amount over $500 within 30 days from the time they know or should know about (1) the contribution and (2) the proceeding.

B. Curing a Violation After a Final Decision

For 12 months after a final decision is rendered, an elected or appointed official must not accept, solicit or direct a contribution of more than $500 from the party or participant if such official knows or has reason to know the party, participant or the party's or participant's agent has a financial interest in the decision.

Similar to the cure provisions applicable to donations while a decision is pending, if a local elected official accepts, solicits, or directs a contribution of more than $500 during the 12 months after the date a final decision is rendered, the violation can be cured by returning the contribution, or the portion of the contribution in excess of $500, provided that the contribution is returned within 30 days of accepting, soliciting, or directing the contribution, whichever comes latest. This cure option is only available if the local elected official did not knowingly or willfully accept, solicit, or direct the prohibited contribution.

4. Disclosure and Prohibition Requirements of Entities Doing Business with the City

Levine Act provisions also regulate the conduct of individuals or businesses with matters pending before the City.

A party to a proceeding before the City Council involving a license, permit, or other entitlement is required to disclose on the record of the proceeding any contribution in an amount of more than $500 made within the preceding 12 months by the party or the party's agent. The party is also prohibited from contributing more than $500 to any officer of that agency during the proceeding and for 12 months following the date of the final decision.

A council member may cure a violation before a decision and lawfully participate only if they did not knowingly and willfully accept, solicit, or direct the prohibited contribution. They can participate if they disclose the amount of any contribution(s) made within the preceding 12 months and the names of the contributors. The contribution amount over $500 must also be returned within 30 days from the time they know, or should have known about the contribution.

5. New Levine Act Provisions Apply to Campaign Contributions Accepted, Solicited or Directed After January 1, 2025.

The Governor signed SB 1243 into law on September 30, 2024, and the changes to the Levine Act became effective January 1, 2025. The revisions apply to campaign contributions accepted, solicited or directed after January 1, 2025, for elected officials serving on the City Council and for decisions before the City Council.[1] It is important to note, however, the Levine Act continues to apply to campaign contributions received in the prior 12 months to appointed members of Santa Clara boards and commissions with decision making authority AND to members of the Santa Clara City Council who serve in an appointed capacity on another agency or board (e.g., VTA, NCPA, etc.) and are voting on decisions before that other agency or board.

6. Violations

The FPPC is responsible for actively monitoring compliance by local officers with the Levine Act. Violation of the Levine Act carries with it administrative, civil, or criminal penalties. (CA Gov't Code §91000)

[1] https://www.fppc.ca.gov/siteassets/documents/executive_div/commission_opinions/Opinion_Kendrick.pdf

7. Practical Steps to Facilitate Compliance

A. Applicant Disclosure Statement.

Agencies subject to the Levine Act can require parties seeking Council approval of a qualifying license, permit, contract or entitlement to complete a document along with their application that both advises them of Levine Act requirements and requires disclosure of whether they have contributed or intend to contribute more than $500 to the campaign of one of their decision-makers. A sample of the current draft Levine Act Disclosure Statement is attached.

B. Notice of Levine Act Requirements to be Added to Agendas.

Starting in May 2026, City staff will include the following language on agendas for City Council meetings and for other City Quasi-Judicial Bodies (e.g., Planning Commission), with a link to the SB 1243 and Levine Act Disclosure Statement:

> **California Government Code Section 84308, most recently amended by SB 1243, commonly referred to as the "Levine Act," prohibits a local elected official or quasi-judicial appointed official from participating in any action related to a contributor's contract, license, permit, or use entitlement if he/she/it receives any campaign contributions totaling more than $500 within the previous twelve months, and for twelve months following the date a final decision has been made, from the party, participants, or agents in the proceeding. Parties, Participants or Agents for a proceeding involving a license, permit, or other use entitlement pending before the City Council or a City quasi-judicial body must complete the California Levine Act Disclosure Statement prior to their proceeding.**

C. Council Members Should Monitor Campaign Contributions and Communicate with Staff in Advance of Council Action.

The Levine Act does not require that the City or City Staff track campaign contributions exceeding $500. Elected and Appointed Officials should carefully monitor their campaign contributions exceeding $500 to avoid a potential Levine Act issue from arising that could bar them from participating on a potential agenda item. Take any action to "cure" the issue in a timely manner. If an item appears on an agenda where Levine Act disclosure and recusal may be necessary, please notify staff as soon as possible.

D. Disclosure

Make sure to publicly disclose and return campaign contributions in a timely matter. Consider whether your contribution has been "knowingly" received or whether you have sufficient information to establish knowledge of a participant's financial interest.

Please contact our office should you have any questions regarding the requirements of the Levine Act or other measures that may be taken to assure compliance.

Cc: Office of the City Manager
Office of the City Clerk

26-387 **Agenda Date: 4/7/2026**

REPORT TO COUNCIL

SUBJECT
Action on the 2026 City Council Priority Setting Session Framework

BACKGROUND
Each year, the City Council convenes a Priority Setting Session to establish citywide priorities and initiatives for the upcoming fiscal year. These priorities form the policy framework that guides the alignment of City resources and staff workplans.

The session has typically been held in February or March. However, given the significant staff time dedicated to major event planning in 2026, the City is scheduling the 2026 Priority Setting Session in May 2026.

In Fall 2023, the City issued a Request for Qualifications (RFQ) for Professional Services for Strategic Planning and Meeting Facilitation. Through a competitive process, Raftelis was retained to provide facilitation services. The Raftelis team facilitated the 2024 Priority Setting Session, during which the City Council established priority areas of focus and identified key initiatives.

On April 3, 2025, Raftelis facilitated the 2025 Priority Setting Session at the Central Park Library. City Manager Jovan Grogan opened the session with a status update on 2024 priorities, noting which items had been completed, were underway, or required additional resources. With assistance from the facilitator, the City Council then engaged in deliberations regarding their desired priority focus areas and initiatives for the upcoming year.

DISCUSSION
On March 30, 2026, staff presented an item to the Governance and Ethics Committee for review and direction. The presentation included background on how priority setting sessions are conducted in other cities and a proposed framework for 2026. Committee members shared feedback on what has worked well and offered recommendations for this year's session.

The table below outlines the recommended ongoing framework alongside the proposed modifications for 2026.

Component	Annual Priority Setting Sessions	2026 Priority Setting Session
Schedule	January - June (early in the year, aligned with the budget process)	May 2026

Forum	Retreat (multi-day, breakout sessions)	Same
Timeframe	At least one session held from 1 p.m. into the evening	Same
Community Engagement	- Scientific Survey - Commissions, Boards, Committees to submit 1-2 priorities for consideration - Public Comment (time certain throughout session) - Hybrid (Zoom and in-person)	Same except: - Commissions, Boards, Committees to be surveyed rather than submitting directly
Council Priorities	- Submit priorities in advance (3 weeks) - Staff analysis prior to meeting - At least 1 priority per Councilmember on final list - Final priorities ranked by City Council	Same
Facilitator	- Pre-session meeting with each Councilmember	Same
Reporting	- Dashboard to track priorities and status - 6-month check in	Same
Old Priorities	- Update on completed and ongoing priorities	- Distribute all 2024 priorities to City Council - Update on completed and ongoing priorities

Facilitation and Conflict Resolution Training

Given the significant demands on staff capacity due to major event planning, as well as the value of continuity in the existing process, staff recommends retaining Raftelis as the facilitator for the May 2026 priority setting process. The City will initiate a new competitive solicitation process for facilitation services for the 2027 priority setting process.

Staff is also recommending that, if a consultant can be secured, conflict resolution training be provided to the City Council. As part of the June 2024 Santa Clara Civil Grand Jury Report titled, Irreconcilable Differences, the Grand Jury recommended that the City hire a conflict resolution professional and provide training to the City Council. Staff have reached out to consultants but have not yet been able to secure one. If a consultant cannot be identified in a timely manner, staff will issue a Request for Proposals and schedule the training at a later time.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT
There is no fiscal impact with this report other than administrative staff time.

COORDINATION
This report was coordinated by the City Manager's Office.

PUBLIC CONTACT
Public contact was made by posting the Committee agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
Approve the 2026 City Council Priority Session Framework and Annual City Council Priority Setting Session Framework

Reviewed by: Aracely Azevedo, Assistant City Manager, City Manager's Office
Approved by: Jovan Grogan, City Manager

26-301 **Agenda Date: 4/7/2026**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Action on Stadium Authority Bills and Claims for the Month of February 2026

BACKGROUND
Disbursements made by the Stadium Authority are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure that the invoiced goods or services have been provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during February 2026. Budget control is set by the Stadium Authority Board through the budget adoption process.

DISCUSSION
At its March 11, 2025 meeting, the Stadium Authority Board adopted the Santa Clara Stadium Authority Fiscal Year 2025-26 Operating, Debt Service, and Capital Budget which runs from April 1, 2025 to March 31, 2026. Significant expenditures (greater than $5,000) paid in February 2026 include:

- Payment totaling $722,950.00 to Blue's Roofing Co. for Capital Expense (CapEx) Project: Expansion/Waterproofing/Caulk Joint Replacements - Phase 2
- Payment totaling $12,631.36 to Consor PMCM Inc for CapEx Project: Project and Construction Management Firm
- Payments totaling $367,450.99 to the City of Santa Clara for the following:
    - $340,094.52 for reimbursement of General and Administrative (G&A) City payroll costs (e.g., Executive Director's Office (City Manager's Office), Stadium Authority Counsel's Office (City Attorney's Office), and Treasurer's Office (Finance Department))
    - $377.21 reimbursement of G&A non-payroll costs (e.g., Stadium Authority office expenses)
    - $26,979.26 for reimbursement of CapEx Project: Electric Bikes
- Payment totaling $1,485,921.97 to Forty Niners Stadium Management Company, LLC for February 2026 Stadium Manager Expenses, inclusive of Shared Stadium Expenses
- Payments totaling $10,998.65 for Legal Services (May and December 2025)
- Payment totaling $9,881.25 to Hellmuth, Obata & Kassabaum, Inc. for the following:
    - $2,647.75 for CapEx Project: Plumbing Boilers
    - $4,387.50 for CapEx Project: LED Retrofit Phase 1
    - $2,846.00 for CapEx Project: Broadcast Booth Windows
- Payment totaling $16,246.53 to Idemia Identity & Security USA, LLC for CapEx Project: Livescan Equipment

- Payment totaling $12,336.87 to Populous Group, LLC for the following:
    - $8,536.87 for CapEx Project: Levi's Naming Rights Signage
    - $3,800.00 for CapEx Project: Lighting Systems Fixtures

Names of law firms have been redacted from the Bills and Claims report. The Supreme Court of California in *Los Angeles County Board of Supervisors v. Superior Court*, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the Stadium Authority, and the specific amounts billed by each, have been redacted from the public report to maintain the confidentiality of billing records for specific legal services. The aggregate amount spent on legal services in the subject time period has been provided.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The fiscal impact to the Stadium Authority is $2,641,838.67.

COORDINATION

This report has been coordinated with the Executive Director and Stadium Authority Counsel's Offices.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the list of Stadium Authority Bills and Claims for February 2026.

Reviewed by: Kenn Lee, Treasurer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. February 2026 Stadium Authority Bills and Claims

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire or ACH Transfer
For the Month of February 2026

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
02/23/26	Blue's Roofing Co.	31537	CapEx Project: Expansion/Waterproofing/Caulk Joint Replacements - Phase 2	CapEx	$ 237,500.00	
02/23/26	Blue's Roofing Co.	31570	CapEx Project: Expansion/Waterproofing/Caulk Joint Replacements - Phase 2	CapEx	247,950.00	
02/23/26	Blue's Roofing Co.	31554-1	CapEx Project: Expansion/Waterproofing/Caulk Joint Replacements - Phase 2	CapEx	237,500.00	
						$ 722,950.00
02/23/26	Brailsford & Dunlavey Inc	167810925.11F	CapEx Project: Project and Construction Management Firm	CapEx		551.25
02/23/26	Consor PMCM Inc	24070.TO1-5	CapEx Project: Project and Construction Management Firm	CapEx	260.00	
02/23/26	Consor PMCM Inc	24070.TO2-01	CapEx Project: Project and Construction Management Firm	CapEx	4,662.84	
02/23/26	Consor PMCM Inc	24070.TO2-02	CapEx Project: Project and Construction Management Firm	CapEx	7,708.52	
						12,631.36
02/10/26	City of Santa Clara	N/A	B2603 SCSA Admin Payroll Costs	Operating	135,124.66	
02/20/26	City of Santa Clara	N/A	Reimbursement of General & Administrative Costs	Operating	377.21	
02/20/26	City of Santa Clara	N/A	Reimbursement of CapEx Project: Electric Bikes	CapEx	26,979.26	
02/25/26	City of Santa Clara	N/A	B2604 SCSA Admin Payroll Costs	Operating	204,969.86	
						367,450.99
02/02/26	Forty Niners Stadium Management Co, LLC	S-INV102783	February 2026 Stadium Manager Expenses - Utilities	Operating	299,359.90	
02/02/26	Forty Niners Stadium Management Co, LLC	S-INV102783	February 2026 Stadium Manager Expenses - Guest Services	Operating	40,468.80	
02/02/26	Forty Niners Stadium Management Co, LLC	S-INV102783	February 2026 Stadium Manager Expenses - Groundskeeping	Operating	45,818.63	
02/02/26	Forty Niners Stadium Management Co, LLC	S-INV102783	February 2026 Stadium Manager Expenses - Insurance	Operating	79,637.86	
02/02/26	Forty Niners Stadium Management Co, LLC	S-INV102783	February 2026 Stadium Manager Expenses - Security	Operating	158,745.11	
02/02/26	Forty Niners Stadium Management Co, LLC	S-INV102783	February 2026 Stadium Manager Expenses - Stadium Operations	Operating	290,755.80	
02/02/26	Forty Niners Stadium Management Co, LLC	S-INV102783	February 2026 Stadium Manager Expenses - Engineering	Operating	312,647.68	
02/02/26	Forty Niners Stadium Management Co, LLC	S-INV102783	February 2026 Stadium Manager Expenses - Stadium Builder License Sales & Service	Operating	193,628.47	
02/02/26	Forty Niners Stadium Management Co, LLC	S-INV102783	February 2026 Stadium Manager Expenses - Use of StadCo Tenant Improvements	Operating	1,237.16	
02/02/26	Forty Niners Stadium Management Co, LLC	S-INV102783	February 2026 Stadium Manager Expenses - Other General and Administrative	Operating	63,622.56	
						1,485,921.97
02/04/26	[redacted]	186398	05/25 Legal Services	Operating	[redacted]	
02/04/26		1545256	12/25 Legal Services	Operating		
02/04/26		1545258	12/25 Legal Services	Operating		
						10,998.65
02/24/26	Hellmuth, Obata & Kassabaum, Inc.	21.04091.12-11	CapEx Project: Plumbing Boilers	CapEx	1,602.50	
02/24/26	Hellmuth, Obata & Kassabaum, Inc.	21.04091.12-12	CapEx Project: Plumbing Boilers	CapEx	1,045.25	
02/24/26	Hellmuth, Obata & Kassabaum, Inc.	21.04091.30–6	CapEx Project: LED Retrofit Phase 1	CapEx	325.00	
02/24/26	Hellmuth, Obata & Kassabaum, Inc.	21.04091.30-7	CapEx Project: LED Retrofit Phase 1	CapEx	975.00	
02/24/26	Hellmuth, Obata & Kassabaum, Inc.	21.04091.30-8	CapEx Project: LED Retrofit Phase 1	CapEx	3,087.50	
02/24/26	Hellmuth, Obata & Kassabaum, Inc.	21.04091.31-7	CapEx Project: Broadcast Booth Windows	CapEx	2,846.00	
						9,881.25
02/23/26	Idemia Identity & Security USA LLC	89591P	CapEx Project: Livescan Equipment	CapEx		16,246.53
02/04/26	InTwo Inc	47072-US	TSC - Backup of Databases	Operating		210.00

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire or ACH Transfer
For the Month of February 2026

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
02/23/26	PCP Motorsports	4833133	CapEx: Kawasaki All-Terrain Vehicle (ATV)	CapEx	886.60	
02/23/26	PCP Motorsports	4833133	CapEx Project: Kawasaki ATVs and Kimtek Pump Module	CapEx	1,773.20	
						2,659.80
02/23/26	Populous Group, LLC	0081711	CapEx Project: Levi's Naming Rights Signage	CapEx	8,536.87	
02/23/26	Populous Group, LLC	0081712	CapEx Project: Lighting Systems Fixtures	CapEx	3,800.00	
						12,336.87
			February 2026 Total			**$ 2,641,838.67**

26-224 **Agenda Date: 4/7/2026**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Amendment No. 5 to the Agreement with Bear Electrical Solutions, LLC for On-Call Electrical Maintenance and Repair Services at Levi's Stadium to Extend the Agreement for Up to Six Months

BACKGROUND

Pursuant to Section 2.9 of the Stadium Management Agreement between the Santa Clara Stadium Authority (Stadium Authority), Forty Niners SC Stadium Company LLC (StadCo), and Forty Niners Stadium Management Company LLC (Stadium Manager), the Stadium Manager is responsible for maintaining Levi's Stadium (Stadium) "in the Required Condition and operate the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility…."

As described in an April 20, 2021 report to the Stadium Authority Board (Board), the Stadium Manager conducted a Request for Proposals (RFP) process for electrical and maintenance repair services for the Stadium. Four proposals were received and after the evaluation process, Bear Electrical Solutions, Inc. and Cupertino Electric, Inc. were selected as the most competitive and responsive bidders to perform the required scope of work. The Stadium Manager recommended award to both vendors for the purpose of having master agreements in place for electrical and maintenance repair services and planned to use the vendors for specific task orders and award work based on responsiveness, availability, cost, and expertise. On April 20, 2021, the Stadium Authority Board approved the Stadium Manager's request to execute agreements with both vendors to perform electrical maintenance and repair services at Levi's Stadium.

The Agreement with Bear Electrical Solutions, Inc., now operating as Bear Electrical Solutions, LLC, (Agreement) (Attachment 1) included an initial term of three years with the option to extend for two additional one-year periods, in an amount not to exceed $250,000 per contract year, for a total not to exceed amount of $750,000 over the three-year period beginning May 5, 2021 through May 4, 2024.

The Stadium Authority Board approved subsequent requests from the Stadium Manager to execute 1) Amendment No. 1 to the Agreement to increase the not to exceed amount from $250,000 to $500,000 for the first year of the agreement term, for a total not to exceed amount of $1,000,000 over the initial three-year term, to cover costs associated with the Levi's Signage Repairs CapEx Project; 2) Amendment No. 2 to the Agreement to increase the not to exceed amount for the second year of the agreement term from $250,000 to $670,000, for a total not to exceed amount of $1,420,000 over the three-year term, to cover costs associated with the Levi's Naming Rights Existing Signage Lighting and Driver Repair CapEx Project; 3) Amendment No. 3 to the Agreement to extend the term through May 4, 2025, with an option to extend for one additional year, in an amount not to exceed $350,000 for the fourth contract year and a total not to exceed amount of $1,770,000 over the four-year term; and 4) Amendment No. 4 to the Agreement to extend the term through May 4, 2026, in an

amount not to exceed $250,000 for the fifth contract year, and to increase the not to exceed amount to $2,020,000 over the five-year term. The agreement amendments are attached to the report as Attachments 2, 3, 4, and 5.

The Stadium Manager is finalizing a formal competitive solicitation process for on-call electrical maintenance and repair services. At the time of submitting the request, negotiations with vendors were in process and the Stadium Manager anticipated submitting a recommendation of award in March.

To ensure continuity of services and sufficient time for transition, the Stadium Manager is requesting approval to execute an Amendment No. 5 to the Agreement to extend the agreement term on a month-to-month basis, for up to six months, commencing on May 5, 2026 (Attachment 6).

A recommendation memo was submitted describing the Stadium Manager's request in more detail (Attachment 7).

DISCUSSION

The Stadium is a 1.8 million square foot facility that utilizes complex electrical systems that require a contractor's expertise, on-call, and as-needed services to provide the required maintenance and repair of the electrical components throughout the Stadium. These services include repairing power connections for equipment, replacing circuit breakers, troubleshooting electrical malfunctions, and testing and repairing various electrical systems. This vendor also provides similar services on the low -voltage systems at the stadium, such as device controls and communications. There is a continued need for these services from a contractor capable of handling the wide range of electrical repairs and maintenance required for the Stadium.

The Agreement included an initial term of three years with the option to extend for two additional one-year periods. The Stadium Manager exercised both options through Amendment Nos. 3 and 4 to the Agreement and is now requesting approval of an Amendment No. 5 that will extend the agreement on a month-to-month basis, not to exceed six months, commencing on May 5, 2026, to allow sufficient time to complete their formal procurement process, finalize the contract, and transition service providers. The proposed extension language also allows the Stadium Manager to terminate the agreement within thirty (30) calendar days with written notice to the vendor.

The Stadium Manager has determined that the contract amount of $250,000 for the fifth contract year is sufficient to cover both the remaining term and the proposed extension, so the total not to exceed agreement amount will remain the same. All billable rates under the agreement remain the same. Exhibit G-3 only modifies the rate schedule period to include a new termination date of November 4, 2026, which reflects the six-month extension.

Based on the information above and review of the Stadium Manager's request, staff recommends approval of the Stadium Manager's request to execute an Amendment No. 5 to the Agreement as described to ensure continuity of electrical maintenance and repair services at Levi's Stadium.

The Stadium Authority Counsel's Office has reviewed the Amendment No. 5 to the Agreement for comparison to the Stadium Authority's customary language. Nothing in the proposed Amendment No. 5 or Agreement changes the Stadium Authority's rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager's obligations under

the Management Agreement.

The Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties' contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

ENVIRONMENTAL REVIEW

As the lead agency, the City has determined that the proposed agreement meets the California Environmental Quality Act ("CEQA") exemption criteria as set forth in Section 15301 (Class 1-Existing Facilities) because the project consists of the operation, repair, maintenance and minor alterations of existing public facilities and mechanical equipment, involving no expansion of use.

FISCAL IMPACT

The proposed Amendment No. 5 does not change the total not to exceed agreement amount of $2,020,000.

The Stadium Authority Fiscal Year (FY) 2026/27 Budget contains Shared Stadium Expenses such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. Shared Stadium Expenses are split 50/50 between the Stadium Authority and StadCo per the Stadium Lease. There are sufficient funds in the FY 2026/27 Shared Stadium Expenses Engineering line item to cover the Stadium Authority's fifty percent (50%) of the Shared Stadium Expenses portion of the agreement cost for the six-month extension (up to $125,000).

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION

Approve the Stadium Manager's request to execute an Amendment No. 5 to the Agreement with Bear Electrical Services, LLC to extend the term of the agreement on a month-to-month basis, not to exceed six months, commencing on May 5, 2026, in an amount not to exceed $250,000 for the fifth contract year and the month-to-month extension and a total not to exceed amount of $2,020,000 for the entire term of the Agreement.

Prepared by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Agreement with Bear Electrical Solutions

2. Amendment No. 1 to the Agreement with Bear Electrical Solutions
3. Amendment No. 2 to the Agreement with Bear Electrical Solutions
4. Amendment No. 3 to the Agreement with Bear Electrical Solutions
5. Amendment No. 4 to the Agreement with Bear Electrical Solutions
6. Draft Amendment No. 5 to the Agreement with Bear Electrical Solutions
7. Stadium Manager’s Recommendation Memo

Contract Number: 10050-B

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT

1. PARTIES AND DATE.

This Contract is made and entered into this **Fifth day of May, 2021** by and between the **FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**, a Delaware limited liability company ("Stadium Manager") and **BEAR ELECTRICAL SOLUTIONS, INC.,** a California Corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium On-Call Stadium Electrical related maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: C-7 Low Voltage Systems and C-10 Electrical Contractor.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the On-Call Stadium Electrical Maintenance and Repair ("Project") as set forth in this Contract on an on-call, as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")

- Rate Schedule (Exhibit "G")
- Sample Task Order Form (Exhibit "H")
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any

is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on **May 4, 2024**, unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be reemployed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.7.8 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and onehalf (11/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The

responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.12 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.13 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance, if Applicable.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or

sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of

work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown

physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the

California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq.*, including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors

who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

3.13.3.5 Contractor's Equipment Insurance. Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference,

Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any nonconforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or nonconformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the

Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or nonconforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("'Contractor's

Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

CONTRACTOR:

Attn: Brent Paulson, Regional Manager
Bear Electrical Solutions, Inc.
Brent@Bear-Electrical.com

STADIUM MANAGER:

General Manager
Forty Niners Stadium Management Company LLC
StadiumGM@49ers-smc.com

With copy to:

Legal Affairs
Forty Niners Stadium Management Company LLC
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working

solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

Contract Number: 10050-B

SIGNATURE PAGE FOR ON-CALL REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC AND BEAR ELECTRICAL SOLUTIONS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the Fifth day of May, 2021.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

By: _____
Jim Mercurio
Executive Vice President &
General Manager

BEAR ELECTRICAL SOLUTIONS, INC.

By: _____

Its: VICE PRESIDENT

Printed Name: ROBERT ASUNCION

ATTEST:

By: _____
Jihad Beauchman
Vice President, Deputy General Counsel

EXHIBIT "A"

SCOPE OF WORK

A. SCOPE OF WORK

Troubleshoot, repair, remove and install electrical equipment and components, typically found in a large sports stadium, rated at less than 60KV. This work will be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

Priority Level	Type	Response Time
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work with 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. The Contractor shall maintain all necessary licenses to perform the work specified herein. The Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

Pursuant to this contract, the Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various electrical systems at the Stadium, including but not limited to the following:

1. Electrical power work, and communications cabling, including, but not limited, to the following:
    a. Power connections for electric-powered equipment;

b. Circuit breaker replacement;
c. Disconnect replacement;
d. Fuse replacement;
e. Conduit repair and installation, including PVC coated rigid conduit and fittings, PVC, flexible conduit, etc.;
f. Wire and electrical cable repair and installation, including copper, aluminum, all insulation and wire types;
g. Transformer removal and replacement;
h. Sub-panel removal and replacement;
i. Electrical devices, including receptacles, switches, etc. Repair, removal or replacement;
j. Motor, starters, controllers, and variable frequency drives. Repair, removal or replacement;
k. Automatic transfer switches;
l. UPS systems and clean power systems, low/medium voltage distribution systems, electrical grounding systems. Trouble shoot and repair; replace batteries as necessary;
m. Troubleshoot and repairs to back-up power systems;
n. Install or repair electric vehicle charging equipment;
o. Repairs to computer power floor cables and connections, under carpet raceways, connections to electrified furniture partitions, electrical devices and trim;
p. Work in electric duct banks; and
q. Fiber optic cable repair, replacement, installation.

2. Lighting and physical security work, including, but not limited to, the following:
   a. Indoor and outdoor lighting repairs and installations, including exterior pole mounted fixtures, and sports field lighting;
   b. Lamp removal and replacement, including HID, fluorescent, incandescent, etc.;
   c. Ballast removal and replacement, including HID, fluorescent, etc.;
   d. New lighting fixture installation, all types;
   e. Lighting control work. Contractors must have experience with a variety of lighting control systems, including Lutron and Crestron control systems;
   f. Provision of temporary lighting, as necessary; and
   g. Conduit and related work for parking lighting, rolling gates, and other related electrical equipment.

3. Testing & Maintenance:
   a. Arc Flash assessment;
   b. Infrared inspection;
   c. Coordination study;
   d. Switch gear testing;
   e. Emergency generator testing;
   f. Power monitoring;
   g. Motor control center cleaning; and
   h. Ground fault testing.

B. GENERAL REQUIREMENTS

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.

2. All work schedules must be approved in writing by the Stadium Manager prior to commencement of work.

3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.

4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.

5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.

6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.

7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.

8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.

9. Contractor shall complete a service tag/log after completion of work. Such tag or log must contain the following information:
    a. Date of Service
    b. Name of Technician(s)
    c. Description of Service(s)

10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.

11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code

requirements.

12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.

13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department related to Novel Coronavirus (COVID-19). The Public Health Order updates can be accessed online at https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx

14. Contractor shall maintain all necessary licenses to perform the work specified herein.

15. Contactor shall be in compliance with applicable prevailing wage laws and the California Labor Code.

16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.

17. In all active work areas, contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.

18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings and all other project contract documents to the Stadium Manager.

19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.

20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.

21. The Contractor shall perform the following to ensure a clean, safe work site:

    a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

    b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.

    c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.

    d. Protect all adjacent surfaces as required by field conditions.

C. REGULATIONS AND STANDARDS

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration ("OSHA"); National Electrical Code ("NEC"); National Fire Codes published by the National Fire Protection Association ("NFPA"); California Administrative Codes ("CAC"); Uniform Building Code ("UBC"); Uniform Plumbing Code ("UPC"); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor's work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

EXHIBIT "B"

PLANS AND SPECIFICATIONS

Plans and Specifications shall be provided and made a part of each individual Task Order.

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

BEAR ELECTRICAL SOLUTIONS, INC.

By: _____
Signature

ROBERT ASUNCION
Name (Print)

VICE PRESIDENT
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor: BEAR ELECTRICAL SOLUTIONS, INC.

DIR Registration Number: 1000002158

DIR Registration Expiration: 6/30/2022

Small Project Exemption: _____ Yes or X No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor BEAR ELECTRICAL SOLUTIONS, INC.

Signature _____

Name and Title ROBERT ASUNCION - VICE PRESIDENT

Dated 5/3/2021

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

ATTACHED BEHIND THIS PAGE

Executed in Duplicate

Contract Number: 10050-B
Bond No. 0798224
Premium: $9,328.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to Bear Electrical Solutions, Inc. (hereinafter referred to as the "Contractor") a California corporation, an agreement for Levi's Stadium On-Call Electrical Maintenance and Repair Contract (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated May 5, 2021, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Bear Electrical Solutions, Inc., the undersigned Contractor and Harco National Insurance Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of Seven Hundred Fifty Thousand and 00/100 DOLLARS, ($750,000.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of April, 2021).

(Corporate Seal)

Bear Electrical Solutions, Inc.
Contractor/ Principal

By _____

ROBERT ASUNCION
Title VICE PRESIDENT

Harco National Insurance Company
Surety

(Corporate Seal)

By _____
Yvonne Roncagliolo - Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title Attorney-in-Fact

The rate of premium on this bond is $12.44 per thousand. The total amount of premium charges, $ 9,328.00.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) Harco National Insurance Company
2999 Oak Rd., #820
Walnut Creek, CA 94597

(Name and Address of Agent or Representative for service of process in California, if different from above) Vivian Imperial
818 West Seventh, Suite 930, Los Angeles, CA 90017

(Telephone number of Surety and Agent or Representative for service of process in California) Surety: (925) 256-8760
Agent for Service: (213) 627-8252

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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 05/03/2021 before me, Sandra Hernandez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert Asuncion
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.

SANDRA VANESSA HERNANDEZ
Notary Public - California
Santa Clara County
Commission # 2350852
My Comm. Expires Mar 10, 2025

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA 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 Contra Costa

On 4-28-2021 before me, Christina Burton, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Yvonne Roncagliolo ----------
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.

CHRISTINA BURTON
Notary Public - California
Contra Costa County
Commission # 2321050
My Comm. Expires Feb 10, 2024

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 Burton

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Yvonne Roncagliolo	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2018 National Notary Association

POWER OF ATTORNEY

Bond # 0798224

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VALERIE GARCIA, CHRISTINA BURTON, ALICIA DASS, PETER TAM, KELLY HOLTEMANN, THOMAS E. HUGHES, CHARLES R. SHOEMAKER, MARK M. MUNEKAWA, NERISSA S. BARTOLOME, JOAN DELUCA, SARA RIDGE, PATRICK R. DIEBEL, YVONNE RONCAGLIOLO

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2019 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY My Comm. Exp. 04-04-2023 No. 50079910

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 28, 2021

A00467

Irene Martins, Assistant Secretary

Executed in Duplicate

Bond No. 0798224
Premium: Included in Performance Bond

Contract Number: 10050-B

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed May 5, 2021 has awarded to Bear Electrical Solutions, Inc. hereinafter designated as the "Principal," a contract for the work described as follows:

Levi's Stadium On-Call Electrical Maintenance and Repair Contract (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated May 5, 2021 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and Harco National Insurance Company as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of Seven Hundred Fifty Thousand and 00/100---------- Dollars ($750,000.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, 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 or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of April, 2021.

(Corporate Seal)

Bear Electrical Solutions, Inc.
Contractor/Principal

By _____

ROBERT ASUNCION
Title VICE PRESIDENT

Harco National Insurance Company
Surety

(Corporate Seal)

By _____
Yvonne Roncagliolo, Attorney-in-Fact

Title Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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 05/03/2021 before me, Sandra Hernandez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Robert Asuncion
Name(s) of Signer(s)

,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

SANDRA VANESSA HERNANDEZ
Notary Public - California
Santa Clara County
Commission # 2350852
My Comm. Expires Mar 10, 2025

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA 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 Contra Costa

On 4-28-2021 before me, Christina Burton, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Yvonne Roncagliolo
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.

CHRISTINA BURTON
Notary Public - California
Contra Costa County
Commission # 2321050
My Comm. Expires Feb 10, 2024

Place Notary Seal and/or Stamp Above

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 Burton
Signature of Notary Public

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:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Yvonne Roncagliolo	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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POWER OF ATTORNEY

Bond # 0798224

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VALERIE GARCIA, CHRISTINA BURTON, ALICIA DASS, PETER TAM, KELLY HOLTEMANN, THOMAS E. HUGHES, CHARLES R. SHOEMAKER, MARK M. MUNEKAWA, NERISSA S. BARTOLOME, JOAN DELUCA, SARA RIDGE, PATRICK R. DIEBEL, YVONNE RONCAGLIOLO

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY My Comm. Exp. 04-04-2023 NOTARY PUBLIC No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 28, 2021

A00467

Irene Martins, Assistant Secretary

EXHIBIT "G"

RATE SCHEDULE

	Billable Labor Rates	Straight Time/Weekday	Daily	Saturday	Sunday & Holiday
A	**Journey Level:**				
1	COMM & System Installer	$120.00	$148.00	$148.00	$176.00
2	COMM & System Tech	$128.00	$161.00	$160.00	$195.00
3	Inside Wireman, Technician	$182.00	$230.00	$230.00	$275.00
4	Cable Splicer	$195.00	$250.00	$250.00	$305.00
5	Material Handler	$101.00	$125.00	$125.00	$145.00
6	Material Handler – Fourth Six Months	$94.00	$115.00	$115.00	$135.00
7	Material Handler – Third Six Months	$90.00	$107.00	$107.00	$125.00
8	Material Handler – Second Six Months	$85.00	$100.00	$100.00	$115.00
9	Material Handler – First Six Months	$63.00	$77.00	$77.00	$91.00
B	**Apprentice Level:**				
1	Electrician, Inside Wireman – 5th period	$136.00	$197.00	$197.00	$197.00
2	Electrician, Inside Wireman – 6th period	$142.00	$207.00	$207.00	$207.00
3	Electrician, Inside Wireman – 7th period	$148.00	$218.00	$218.00	$218.00
4	Electrician, Inside Wireman – 8th period	$155.00	$229.00	$229.00	$229.00
5	Electrician, Inside Wireman – 9th period	$160.00	$240.00	$240.00	$240.00
6	Electrician, Inside Wireman – 10th period	$167.00	$250.00	$250.00	$250.00
C	Materials & Consumables Mark-Up from Actual Cost to Contractor is 10%				
D	Equipment Rentals Mark-Up from Actual Cost to Contractor is 10%				

1. **Materials and Consumables**
    a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
    b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Proposer paid for said materials.
    c. If Stadium Manager issues an "emergency" task order, then this requirement may be waived if Stadium Manager so authorizes.

2. **Equipment Rental**
    a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
    b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

3. **Permit Fees**
    a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

EXHIBIT "H"
SAMPLE TASK ORDER FORM
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

TASK ORDER

Task Order No. _____

Contract: Levi's Stadium On-Call Electrical Maintenance and Repair Services

Contractor: BEAR ELECTRICAL SOLUTIONS, INC.

The Contractor is hereby authorized to perform the following work subject to the provisions of the Contract identified above:

List any attachments: [INSERT ATTACHMENTS, IF ANY]

Dollar Amount of Task Order: Not to exceed $_____,_____.00

Liquidated Damages for this Task Order: $XXX per day.

Completion Date: _____, 20___

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**BEAR ELECTRICAL SOLUTIONS, INC.**
Dated: _____	Dated: _____
By: _____	By: _____

ATTACHMENT G
LABOR COMPLIANCE ADDENDUM

Contract Title:	**Levi's Stadium On-Call Electrical Maintenance and Repair Services**
CONTRACTOR (Supplier) Name and Address	BEAR ELECTRICAL SOLUTIONS, INC. 1252 STATE ST / P.O. BOX 924 ALVISO CA 95002

This Contract is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to Stadium Manager, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply

with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the Stadium Manager or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to Stadium Manager, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the Stadium Manager for any fines assessed by the California Department of Industrial Relations against the Stadium Manager for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Contract to verify compliance with this Addendum shall be made available for audit at no cost to Stadium Manager, at any time during regular business hours, upon written request. Copies of such records or documents shall be provided to Stadium Manager for audit at Levi's Stadium when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Contract.

C. Enforcement

1. Stadium Manager shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., Stadium Manager may continue to hold sufficient funds to cover estimated wages and penalties under the Contract.

2. The Stadium Manager is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that Stadium Manager can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the Stadium Manager despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Contract or a waiver of the right to withhold payment for any subsequent breach of this Contract.

Stadium Manager, the Santa Clara Stadium Authority, or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to $200 per day per worker for each wage violation identified; $100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and $25 per day per worker for any overtime violation.

Stadium Manager	**Contractor (Supplier)**
Name: Jim Mercurio	Name: ROBERT ASUNCION
Title: EVP, Stadium Operations and General Manager	Title: VICE PRESIDENT
Email: Jim.Mercurio@49ers-smc.com	Email: ROBERT@BEAR-ELECTRICAL.COM
Signature: Jim Mercurio Date: 5/4/21	Signature: Date: 5/3/21

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AMENDMENT NO. 1

TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT

BETWEEN

THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

AND

BEAR ELECTRICAL SOLUTION, INC.

1. Parties and Date.

This Amendment No. 1 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this Eighth day of September, 2021, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Bear Electrical Solutions, Inc., a California corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to increase the not-to-exceed compensation amount.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.7.1 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

> 3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant

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to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contract, in the aggregate, shall not exceed Five Hundred Thousand Dollars ($500,000) for the first year of the Contract term and Two Hundred Fifty Thousand Dollars ($250,000) for each subsequent contract year without written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

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SIGNATURE PAGE FOR AMENDMENT NO. 1 TO LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC AND BEAR ELECTRICAL SOLUTION, INC.

FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

Approved By:

DocuSigned by:
Jim Mercurio
19EB5D2B69D54BB...

Jim Mercurio
Executive Vice President & General Manager

9/8/2021

Date

BEAR ELECTRICAL SOLUTION, INC.

DocuSigned by:
Robert Asuncion
5DA4558DC559480...

Signature

Robert Asuncion

Name

Vice President

Title

9/8/2021

Date

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AMENDMENT NO. 2

TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT

BETWEEN

THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

AND

BEAR ELECTRICAL SOLUTION, INC.

1. Parties and Date.

This Amendment No. 2 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this 28th day of May, 2022, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Bear Electrical Solutions, Inc., a California corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to increase the not-to-exceed compensation amount.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.1 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

> 3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant

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to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contract, in the aggregate, shall not exceed Five Hundred Thousand Dollars ($500,000) for the first year of the Contract term, Six Hundred Seventy Thousand Dollars ($670,000) for the second year of the Contract term, and Two Hundred Fifty Thousand Dollars ($250,000) for each subsequent contract year without written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1 and this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

DocuSigned by:
Jim Mercurio
19EB5D2B69D54BB...

Jim Mercurio
Executive Vice President &
General Manager

5/27/2022

Date

BEAR ELECTRICAL SOLUTION, INC.

DocuSigned by:
72570D1BBC5B48D...

Andrew Bader
Chief Financial Officer

5/27/2022

Date

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AMENDMENT NO. 3
TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT
BETWEEN
THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC
AND
BEAR ELECTRICAL SOLUTIONS, INC.

1. Parties and Date.

This Amendment No. 3 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this 5th day of May, 2024, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Bear Electrical Solutions, Inc., a California corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the term and increase the not-to-exceed compensation amount.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Sections 3.3 and 3.7.1 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.3 of the Agreement is hereby amended in its entirety to read as follows:

> 3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on **May 4, 2025**, unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for one (1) additional one (1) year period. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair

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schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.2 Amendment. Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

> 3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G-1" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Five Hundred Thousand Dollars ($500,000) for the first year of the Contract term, Six Hundred Seventy Thousand Dollars ($670,000) for the second year of the Contract term, Two Hundred Fifty Thousand Dollars ($250,000) for the third year of the Contract term, and Three Hundred Fifty Thousand Dollars ($350,000) for the fourth year of the Contract term, without written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.3 Amendment. Exhibit "G" is hereby deleted in its entirety and replaced with Exhibit "G-1", a copy of which is attached hereto and incorporated herein by this reference.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

3.6 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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SIGNATURE PAGE FOR AMENDMENT NO. 3 TO LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC AND BEAR ELECTRICAL SOLUTIONS, INC.

FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC

DocuSigned by:

9DD87D1CEC5C46E...

Peter Wilhelm
Chief Financial Officer

4/14/2024

Date

BEAR ELECTRICAL SOLUTIONS, INC.

DocuSigned by:

A7257DA1BDC5B48D...

Andrew Bader
Chief Financial Officer

4/14/2024

Date

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EXHIBIT "G-1"

RATE SCHEDULE FOR PERIOD 5/5/2024 THROUGH 5/4/2025

	Billable Labor Rates	Straight Time/Week day	Daily	Saturday	Sunday & Holiday
A	**Journey Level:**				
1	COMM & System Installer	$123.84	$152.74	$152.74	$181.63
2	COMM & System Tech	$132.10	$166.15	$165.12	$201.24
3	Inside Wireman, Technician	$187.82	$237.36	$237.36	$283.80
4	Cable Splicer	$201.24	$258.00	$258.00	$314.76
5	Material Handler	$104.23	$129.00	$129.00	$149.64
6	Material Handler – Fourth Six Months	$97.01	$118.68	$118.68	$139.32
7	Material Handler – Third Six Months	$92.88	$110.42	$110.42	$129.00
8	Material Handler – Second Six Months	$87.72	$103.20	$103.20	$118.68
9	Material Handler – First Six Months	$65.02	$79.46	$79.46	$93.91
B	**Apprentice Level:**				
1	Electrician, Inside Wireman – 5th period	$140.35	$203.30	$203.30	$203.30
2	Electrician, Inside Wireman – 6th period	$146.54	$213.62	$213.62	$213.62
3	Electrician, Inside Wireman – 7th period	$152.74	$224.98	$224.98	$224.98
4	Electrician, Inside Wireman – 8th period	$159.96	$236.33	$236.33	$236.33
5	Electrician, Inside Wireman – 9th period	$165.12	$247.68	$247.68	$247.68
6	Electrician, Inside Wireman – 10th period	$172.34	$258.00	$258.00	$258.00
C	Materials & Consumables Mark-Up from Actual Cost to Contractor is 10%				
D	Equipment Rentals Mark-Up from Actual Cost to Contractor is 10%				

1. Materials and Consumables

a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.

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b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Proposer paid for said materials.
c. If Stadium Manager issues an "emergency" task order, then this requirement may be waived if Stadium Manager so authorizes.

2. Equipment Rental

a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

3. Permit Fees

a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

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AMENDMENT NO. 4
TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT
BETWEEN
THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC AND
BEAR ELECTRICAL SOLUTIONS, LLC.

1. Parties and Date.

This Amendment No. 4 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this 5th day of May, 2025, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Bear Electrical Solutions, Inc., now operating as Bear Electrical Solutions, LLC, a California limited liability company, with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the term and increase the not-to-exceed compensation amount.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Sections 3.3 and 3.7.1 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.3 of the Agreement is hereby amended in its entirety to read as follows:

> 3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on **May 4, 2026**, unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones

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established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.2 Amendment. Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

> 3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G-2" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Five Hundred Thousand Dollars ($500,000) for the first year of the Contract term, Six Hundred Seventy Thousand Dollars ($670,000) for the second year of the Contract term, Two Hundred Fifty Thousand Dollars ($250,000) for the third year of the Contract term, Three Hundred Fifty Thousand Dollars ($350,000) for the fourth year of the Contract term, and Two Hundred Fifty Thousand Dollars ($250,000) for the fifth year of the Contract Term.

3.3 Amendment. Exhibit "G-1" is hereby deleted in its entirety and replaced with Exhibit "G-2", a copy of which is attached hereto and incorporated herein by this reference.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

3.6 Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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SIGNATURE PAGE FOR AMENDMENT NO. 4 TO LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC AND BEAR ELECTRICAL SOLUTIONS, LLC.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**BEAR ELECTRICAL SOLUTIONS, LLC**
Signed by: Francine Melendez Hughes D00025FBQ0AT4A3...	DocuSigned by: 72570D1BBC5B48D...
Francine Melendez Hughes	Andrew Bader
Executive Vice President and General Manager	Chief Financial Officer
6/30/2025	6/30/2025
Date	Date

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EXHIBIT "G-2"

RATE SCHEDULE FOR PERIOD 5/5/2025 THROUGH 5/4/2026

	Billable Labor Rates	Straight Time/Week day	Daily	Saturday	Sunday & Holiday
A	**Journey Level:**				
1	COMM & System Installer	$127.55	$157.32	$157.32	$192.22
2	COMM & System Tech	$136.06	$171.13	$170.07	$207.28
3	Inside Wireman, Technician	$193.45	$244.48	$244.48	$292.31
4	Cable Splicer	$207.27	$ 265.74	$265.74	$324.28
5	Material Handler	$107.35	$132.87	$132.87	$154.13
6	Material Handler – Fourth Six Months	$99.92	$122.24	$122.24	$143.50
7	Material Handler – Third Six Months	$95.66	$113.73	$113.73	$132.87
8	Material Handler – Second Six Months	$90.35	$106.30	$106.30	$122.24
9	Material Handler – First Six Months	$66.97	$ 81.84	$81.84	$96.73
B	**Apprentice Level:**				
1	Electrician, Inside Wireman – 5th period	$144.56	$209.40	$209.40	$ 209.40
2	Electrician, Inside Wireman – 6th period	$150.93	$ 220.02	$220.02	$ 220.02
3	Electrician, Inside Wireman – 7th period	$157.32	$231.73	$231.73	$231.73
4	Electrician, Inside Wireman – 8th period	$ 164.76	$243.42	$243.42	$243.42
5	Electrician, Inside Wireman – 9th period	$ 170.07	$255.11	$255.11	$255.11
6	Electrician, Inside Wireman – 10th period	$ 177.51	$265.74	$265.74	$265.74
C	Materials & Consumables Mark-Up from Actual Cost to Contractor is 10%				
D	Equipment Rentals Mark-Up from Actual Cost to Contractor is 10%				

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1. **Materials and Consumables**
    a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
    b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Proposer paid for said materials.
    c. If Stadium Manager issues an "emergency" task order, then this requirement may be waived if Stadium Manager so authorizes.

2. **Equipment Rental**
    a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
    b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

3. **Permit Fees**
    a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

AMENDMENT NO. 5
TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT
BETWEEN
THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC AND
BEAR ELECTRICAL SOLUTIONS, LLC.

1. Parties and Date.

This Amendment No. 5 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this 5th day of May, 2026, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Bear Electrical Solutions, Inc., now operating as Bear Electrical Solutions, LLC, a California limited liability company, with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the term on a month-to-month basis and to clarify that the existing, not-to-exceed total aggregate compensation remains unchanged.

2.3 Amendment Authority. This Amendment No. 5 is authorized pursuant to Sections 3.3 and 3.7.1 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.3 of the Agreement is hereby amended in its entirety to read as follows:

> 3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on May 5, 2021 and shall continue until November 5, 2026, unless earlier terminated by Stadium Manager with thirty (30) calendar days' advance written notice to Contractor. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated

damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.2 Amendment. Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibits "G", "G-1", "G-2", and "G-3" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Five Hundred Thousand Dollars ($500,000) for the first year of the Contract term, Six Hundred Seventy Thousand Dollars ($670,000) for the second year of the Contract term, and Two Hundred Fifty Thousand Dollars ($250,000) for the third year of the Contract term according to the rates included in Exhibit G. The total compensation shall be Three Hundred Fifty Thousand Dollars ($350,000) according to the rates included in Exhibit G-1 for the fourth year of the Contract term, and Two Hundred Fifty Thousand Dollars ($250,000) according to the rates included in Exhibit G-2 for the fifth year and the rates included in Exhibit G-3 for the remainder of the Contract Term.

3.3 Amendment. Exhibits "G" and "G-1" are hereby reinstated and Exhibits "G", "G-1" and "G-2" are hereby supplemented with Exhibit "G-3", a copy of which is attached hereto and incorporated herein by this reference.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all other provisions of the Agreement, as amended, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 5. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and this Amendment No. 5.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 5.

3.6 Severability. If any portion of this Amendment No. 5 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

SIGNATURE PAGE FOR AMENDMENT NO. 5 TO LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC AND BEAR ELECTRICAL SOLUTIONS, LLC.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**BEAR ELECTRICAL SOLUTIONS, LLC**
Francine Melendez Hughes Executive Vice President and General Manager	Andrew Bader Chief Financial Officer
Date	Date

EXHIBIT "G-3"

RATE SCHEDULE FOR PERIOD 5/5/2026 THROUGH 11/4/2026

	Billable Labor Rates	Straight Time/Week day	Daily	Saturday	Sunday & Holiday
A	**Journey Level:**				
1	COMM & System Installer	$127.55	$157.32	$157.32	$192.22
2	COMM & System Tech	$136.06	$171.13	$170.07	$207.28
3	Inside Wireman, Technician	$193.45	$244.48	$244.48	$292.31
4	Cable Splicer	$207.27	$ 265.74	$265.74	$324.28
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6	Material Handler – Fourth Six Months	$99.92	$122.24	$122.24	$143.50
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9	Material Handler – First Six Months	$66.97	$ 81.84	$81.84	$96.73
B	**Apprentice Level:**				
1	Electrician, Inside Wireman – 5th period	$144.56	$209.40	$209.40	$ 209.40
2	Electrician, Inside Wireman – 6th period	$150.93	$ 220.02	$220.02	$ 220.02
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4	Electrician, Inside Wireman – 8th period	$ 164.76	$243.42	$243.42	$243.42
5	Electrician, Inside Wireman – 9th period	$ 170.07	$255.11	$255.11	$255.11
6	Electrician, Inside Wireman – 10th period	$ 177.51	$265.74	$265.74	$265.74
C	Materials & Consumables Mark-Up from Actual Cost to Contractor is 10%				
D	Equipment Rentals Mark-Up from Actual Cost to Contractor is 10%				

1. **Materials and Consumables**
    a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
    b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Proposer paid for said materials.
    c. If Stadium Manager issues an "emergency" task order, then this requirement may be waived if Stadium Manager so authorizes.

2. **Equipment Rental**
    a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
    b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

3. **Permit Fees**
    a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: February 19, 2026

To: Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Award for Bear Electrical Solutions, LLC
Contract Amendment

Recommendation:

1. Recommend approval for Stadium Manager to execute the fifth amendment with Bear Electrical Solutions, LLC for on-call electrical maintenance and repair services at Levi's Stadium to extend the term of the agreement on a month-to-month basis, not to exceed six months, commencing May 5, 2026. Termination may occur with thirty (30) calendar days' advance notice to the contractor. Total compensation for the aggregate contract term remains unchanged and shall not exceed $2,020,000. The billable rates established in the fourth amendment (Exhibit G-2) shall remain in effect for the duration of this extension.

Background:

On April 20, 2021, the SCSA Board approved Stadium Manager's request to establish a three-year agreement with Bear Electrical Solutions, LLC (Bear) to provide on-call electrical maintenance and repair services with an option to renew for two one-year periods. The initial term of the agreement was from May 5, 2021 through May 4, 2024, with an annual not-to-exceed amount of $250,000 over the three-year period.

During the term of the Agreement, the SCSA Board approved amendments to augment the compensation to Bear, to complete two SCSA Capital Expenditure projects. On May 10, 2022, the total not-to-exceed amount of the Agreement was increased from $750,000 to $1,420,000 for the three-year period. Subsequently, the Board approved exercising both one-year options for the fourth and fifth contract years. On April 9, 2024, the term was extended through May 5, 2025, with an annual not-to-exceed amount of $350,000. On June 24, 2025, the term was extended through May 5, 2026, with an annual not-to-exceed amount of $250,000. Stadium Manager has determined that the current $250,000 authorized for the fifth contract year is sufficient to cover both the remaining term and the proposed month-to-month extension. This amendment seeks only to extend the period of performance without increasing the allocated budget or the total aggregate not-to-exceed contract amount of $2,020,000.

Stadium Manager has a continued need for on-call electrical maintenance and repair services, which are necessary to maintain the stadium in the required condition as a world-class venue. To provide a consistent and safe operating environment for Non-NFL and NFL events, these services include repairing power connections for equipment, replacing circuit breakers, troubleshooting electrical malfunctions, and testing and repairing various electrical systems.

Stadium Manager is currently finalizing a formal competitive solicitation process to select providers for the next contract term. Negotiations with vendors are in process and a recommendation of award is anticipated to be submitted to the SCSA Board in March 2026.

Because Bear's current agreement expires May 5, 2026 and they remain the sole on-call provider for these services, an extension of the current agreement on a month-to-month basis is required. This extension ensures business continuity and keeps the Stadium operational while the new contracts are being finalized. No increase to the total aggregate contract not-to-exceed is required.

Fiscal Impact:
The cost for on-call electrical maintenance and repair services is covered in the FY25/26 and the proposed FY26/27 SCSA Budget, Engineering Department budget, as a shared expense.

26-364 **Agenda Date: 4/7/2026**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on an Amendment No. 1 to the Agreement with West Coast Turf for the Supply, Delivery, and Installation of Sod for the Field at Levi's Stadium to Extend the Term by One Year, Increase the Total Agreement Amount, Update the Compensation and Fee Schedule, and Delegate Authority to the Executive Director for Future Amendments
(DEFERRED FROM MARCH 24, 2026)

BACKGROUND

Pursuant to Section 2.9 of the Stadium Management Agreement between the Santa Clara Stadium Authority (Stadium Authority), Forty Niners SC Stadium Company LLC (StadCo), and Forty Niners Stadium Management Company LLC (Stadium Manager), the Stadium Manager is responsible for maintaining Levi's Stadium (Stadium) "in the Required Condition and operate the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility…."

In 2023, the Stadium Manager implemented a Request for Proposals (RFP) process and received one proposal from West Coast Turf. At the time, the Stadium Manager communicated that a number of potential suppliers were contacted; however, the type of sod and method to grow and maintain it prior to installation required by the Stadium Manager is generally not offered by many sod providers. The Stadium Manager determined West Coast Turf to be within the competitive range in each of the evaluation ranges after the initial evaluation and conducting business, legal, and cost clarification meetings with the vendor.

On April 4, 2023, the Stadium Authority Board approved the Stadium Manager's request to execute an agreement with West Coast Turf to supply and deliver sod and related installation services at Levi's Stadium for a three-year period beginning April 1, 2023 through March 31, 2026, in an amount not exceed $1,600,000 per contract year for a total not to exceed amount of $4,800,000 over the three-year period, subject to budget appropriations (Agreement) (Attachment 1). The Stadium Authority Board also authorized the Executive Director to approve the Stadium Manager's exercise of the option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations.

To ensure continuity of the delivery and supply of sod and related installation services in advance of the initial three-year term expiring on March 31, 2026, the Stadium Manager is requesting approval of the following actions related to the Agreement with West Coast Turf:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 1 to the Agreement with West Coast Turf to increase the maximum compensation by $1,600,000 to cover services from April 1, 2026 to March 31, 2027.

2. Authorize the Executive Director to approve future amendments to the Agreement to exercise the final one-year option for the fifth contract year and increase the not-to-exceed amount by $1,680,000 to cover services from April 1, 2027 to March 31, 2028 and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations.
3. Authorize the Executive Director to approve future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $840,000 to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business.
4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $8,920,000.

The Stadium Manager's request for an Amendment No. 1 to the Agreement with West Coast Turf to extend the agreement by one additional year to cover services from April 1, 2026 to March 31, 2027 is within the Executive Director's delegated authority to approve. However, the requested Amendment No. 1 includes an increase to the total agreement amount, an updated compensation and fee schedule as reflected in Exhibit B-2 and Schedule A-1, and additional delegation of authority to the Executive Director for future amendments related to contract year five and the six-month extension period require additional Stadium Authority Board action. As such, it is being presented to the Stadium Authority Board for approval.

A Recommendation Memo was submitted describing the Stadium Manager's request in more detail (Attachment 3).

This item was originally included in the March 24, 2026 City Council and Authorities Concurrent meeting agenda and deferred to the April 7, 2026 meeting for discussion. Staff received questions from the Council on the original agenda item and provided responses, which were transmitted on the original meeting date (Attachment 4).

DISCUSSION

The Stadium Manager has a continued need for sod supply, delivery, and installation to maintain a safe, high-quality playing surface at Levi's Stadium for both Non-NFL and NFL events. The vendor performs nearly five full field replacements per year. In their Recommendation Memo, the Stadium Manager noted it is critical that a single, experienced vendor provides all services, as they control sod cultivation and possess detailed knowledge of the stadium's field system, ensuring consistency, performance, and accountability. By exercising the first of two one-year extension options, Stadium Manager will ensure continuity with West Coast Turf and maintain quality field surfaces.

As noted above, the Executive Director has delegated authority to approve the Stadium Manager's exercise of its option to extend the agreement with the same basic terms and conditions for two additional one-year periods, subject to budget appropriations. As the delegated authority did not

cover increases to the agreement amount, and updates to the compensation and fee schedule, the requested Amendment No. 1 and requested delegation to the Executive Director for the fifth contract year and six-month extension period are provided for approval.

The rate increases under Exhibit B-2 and Schedule A-1 were reasonable and reflective of the regional Consumer Price Index (CPI). Staff noticed the inclusion of a new line item for Ready Play Grass (Sod Grown on Plastic) and followed up with the Stadium Manager for more information. The Stadium Manager explained that Ready Play Grass is West Coast Turf's proprietary name for the existing Sod Grown on Plastic service, which was already included in the agreement's scope of work.

The Stadium Manager confirmed that the current pricing rate for contract year four will provide just under five full field replacements. Sod services are charged to the Stadium Authority for Non-NFL Events and split 30/70 between the Stadium Authority and StadCo, respectively, for Shared Stadium Expenses as a Groundskeeping expense per the Stadium Lease between the Stadium Authority and StadCo. The Stadium Manager currently does not anticipate any charges to FY 2026/27 Non-NFL Event expenses for field replacements; however, that may change as the Non-NFL Event calendar is updated. Additionally, the Stadium Manager has shared that the exact amount allocated to Shared Stadium Expenses for FY 2026/27 is currently unknown due to various factors, including installation days and grass age.

To ensure efficiencies through administrative approval, which was intended through the original request for approval of the Agreement with West Coast Turf, the Stadium Manager is also requesting the Stadium Authority Board to delegate authority to the Executive Director for future amendments, specifically to: 1) approve future amendments to the Agreement to exercise the final one-year option for the fifth contract year, increase the not-to exceed amount by $1,680,000 (reflective of a 5% increase) to cover services from April 1, 2027 to March 31, 2028, and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations, and 2) approve future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $88,200 (reflective of a 0% increase) to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $8,920,000.

Table 1 below provides a summary of the costs under the agreement.

Table 1 - Cost Summary

Description	Amount
Initial Three-Year Term (4/1/23 - 3/31/26)	$4,800,000
Optional Year 4 (4/1/26 - 3/31/27)	$1,600,000
Optional Year 5 (4/1/27 - 3/31/28)	$1,680,000

6-Month As-Need Extension Period (4/1/28 - 9/30/28)	$840,000
Total Not-to-Exceed Maximum Compensation	**$8,920,000**

Optional Years 4 and 5 assume an annual increase of 5%. The Stadium Manager has provided the following reason for the increased agreement amounts that reflect a 5% increase and maximum 5% for rate increases, “This percentage is based on the potential rate increases exceeding the prior year fees given the overall lack of market certainty due to current economic and political factors.” The Stadium Manager or vendor is responsible for providing reasonable justification for any rate increases for future amendments. If the Stadium Manager’s requests are approved, the Executive Director will have delegated authority to approve such rate increases, up to 5%, and any higher rate will have to go to the Stadium Authority Board for additional approval. The Stadium Manager will be responsible for managing expenditures throughout the term of the agreement based on operational needs, provided the overall maximum compensation is not exceeded. This approach allows for continued Stadium Authority oversight, while streamlining the approval process for future amendments.

Based on the review of the Stadium Manager’s request, the agenda reports and Stadium Authority Board actions related to the approval of the original Agreement with West Coast Turf, and the draft Amendment No. 1, staff recommends approval of the Stadium Manager’s requests related to the Agreement with West Coast Turf to continue the supply, delivery, and installation of sod for the field at Levi’s Stadium with minor modifications - with respect to the recommendation to approve Amendment No. 1, include reference of the updated compensation and fee schedule; and with respect to the recommendations related to the amendments for the fifth contract year and additional six month extension, update the word “increase” to “adjust” regarding the compensation and fee schedules. For clarity, the Executive Director will have delegated authority to approve rate increases of up to 5%, subject to the maximum compensation.

The Stadium Authority Counsel’s Office has reviewed the requested Amendment No. 1 for comparison to the Stadium Authority’s customary language. Nothing in the proposed Amendment No. 1 or Agreement changes the Stadium Authority’s rights under the Management Agreement and specifically with respect to any dispute that may arise from the Stadium Manager’s obligations under the Management Agreement.

The Stadium Authority reserves all rights to confirm and dispute charges by and payments to the Stadium Manager during a fiscal year-end reconciliation/true-up, including but not limited to changes based on improper allocation, calculation, lack of support, or failure to comply with the Parties’ contracts or California law. The Stadium Authority may raise related questions before the fiscal year-end reconciliation/true-up, which the Stadium Manager agrees to assess and respond to in good faith.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15301 “Existing Facilities” as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination.

Additionally, the action being considered is exempt from the CEQA pursuant to CEQA Guidelines section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

FISCAL IMPACT

The requested Amendment No. 1 to the Agreement with West Coast Turf will increase the agreement's total not-to-exceed amount by $1,600,000, from $4,800,000 to $6,400,000 over the four-year term. Future amendments to the agreements, as requested through delegated authority to the Executive Director for approval, may increase the agreement's total not-to-exceed amount to $8,920,000 through September 30, 2028.

The Stadium Authority Fiscal Year (FY) 2026/27 Budget includes Shared Stadium Expenses, such as Security, Stadium Operations, Engineering, Guest Services, and Groundskeeping. In accordance with the Stadium Lease, most Shared Stadium Expenses are allocated 50/50 between the Stadium Authority and StadCo with the exception of Groundskeeping, which is allocated 30/70, respectively.

While the Stadium Manager has stated that the exact amount is currently unknown for Shared Stadium Expenses due to various factors, including installation days and grass age, there are sufficient funds in the FY 2026/27 Shared Stadium Expenses Groundskeeping line item to cover Stadium Authority's thirty percent (30%) of the agreement costs for contract year four should the contract amount be used entirely for Shared Stadium Expenses (up to $480,000).

At this time, the Stadium Manager does not anticipate any charges to FY 2026/27 Non-NFL Event expenses for field replacements; however, that may change as the Non-NFL Event calendar is updated. The Stadium Authority FY 2026/27 Non-NFL Events Budget only contains a net profit line item so such costs, if field replacements are provided for any unanticipated major Non-NFL Events, will be built into the projected net revenues from Non-NFL Events for the fiscal year.

As the requested action for the fifth contract year and six-month extension period covers FY 2027/28 and FY 2028/29, those agreement amendments will be subject to future budget appropriations.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve and authorize the Stadium Manager to execute an Amendment No. 1 with West Coast Turf for supply, delivery, and installation of sod services at Levi's Stadium to increase the maximum compensation by $1,600,000 to cover services from April 1, 2026 to March 31, 2027

and update the compensation and fee schedule to reflect Exhibit B-2 and Schedule A-1;

2. Authorize the Executive Director to approve future amendment to the Agreement with West Coast Turf to exercise the final one-year option for the fifth contract year, increase the not-to-exceed amount by $1,680,000 to cover services from April 1, 2027 to March 31, 2028, and adjust the compensation fee schedule to reflect rate increases not to exceed 5% upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations;
3. Authorize the Executive Director to approve future amendment to the Agreement with West Coast Turf, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028, increase the not-to-exceed amount by $840,000 to cover up to six months of services, and adjust the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations; and
4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $8,920,000.

Prepared by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Agreement with West Coast Turf
2. Draft Amendment No. 1 to Agreement with West Coast Turf
3. Stadium Manager’s Recommendation Memo
4. Staff Response to Council Questions

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LEVI'S STADIUM GENERAL SERVICES AGREEMENT
BY AND BETWEEN
STADIUM MANAGER
AND
WEST COAST TURF

This Agreement for the Performance of Services ("Agreement") is made and entered into on April 1, 2023 ("Effective Date") by and between WEST COAST TURF, a California corporation with its principal place of business at 42-540 Melanie Pl., Palm Desert, CA 92211 ("Contractor"), and the FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, a Delaware limited liability company ("Stadium Manager"), with its principal place of business at 4900 Marie P. DeBartolo Way, Santa Clara, CA 95054. Stadium Manager and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The CITY OF SANTA CLARA, a municipal corporation ("City") and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code sections 6500 et seq. (the "Authority"), are parties to that certain Ground Lease dated March 28, 2012, as amended by that certain First Amendment to Ground Lease (Stadium Site) (as the same may be further amended from time to time, the "Ground Lease"), pursuant to which the Authority leases certain real property from the City upon which the Authority has developed and constructed a multi-purpose stadium (the "Stadium").

B. The Authority and FORTY NINERS SC STADIUM COMPANY LLC, a Delaware limited liability company ("StadCo"), are parties to that certain Amended and Restated Stadium Lease Agreement dated March 28, 2012 as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Stadium Lease"), pursuant to which StadCo is granted the right during the term of the Stadium Lease to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease.

C. StadCo and FORTY NINERS FOOTBALL COMPANY LLC, a Delaware limited liability company ("Team"), are parties to a certain Sublease Agreement dated March 28, 2012, as amended and restated as of June 19, 2013 (as the same may be further amended from time to time, the "Team Sublease"), pursuant to which, during the term of the Team Sublease, the Team shall play its NFL home games at the Stadium, subject to, and on the basis of, the terms, covenants and conditions set forth in the Team Sublease.

D. The Authority, StadCo, and Stadium Manager are parties to a certain Stadium Management Agreement effective as of March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated November 13, 2012, that certain Second Amendment to Stadium Management Agreement dated May 9, 2013, that certain Third Amendment to Stadium Management Agreement dated June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement dated March 18, 2014 (as the same may be further amended from time to time, the "Stadium Management Agreement"), pursuant to which the Stadium Manager will manage the operation of the Stadium year-round on behalf of the Authority and StadCo for the term and on the basis specified in the Stadium Management Agreement.

E. Pursuant to the Stadium Management Agreement, the Stadium Manager is required to maintain and operate the Stadium and areas surrounding the Stadium, and, accordingly, desires to secure the general services generally consisting of sod delivery and installation services as more fully described in **Exhibit A**, entitled "Scope of Services" (the "Services"), attached hereto and incorporated herein by this reference.

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F. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses / certifications / permits, and desire to provide the Services which meet objectives and requirements of Stadium Manager.

G. In accordance with the Stadium Management Agreement, the Stadium Manager is authorized to enter into this Agreement on behalf of the Authority and StadCo to engage Contractor to provide the Services. The Stadium Manager and Contractor desire to enter into this Agreement whereby Contractor will perform the Services subject to the terms and conditions of this Agreement, the Ground Lease, the Stadium Lease and the Stadium Management Agreement.

TERMS

1. DEFINITIONS.

A. Affiliate: shall mean any Person directly or indirectly controlling or controlled by or under direct or indirect common control with a Person. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and "controlling" and "controlled" have meanings correlative to the foregoing.

B. Additional Indemnitees: shall mean the Authority's Affiliates (including without limitation, the Authority's Board of Directors, the City, its City Council, and all City or Agency commissions, officers, employees, volunteers and agents), the Bayshore North Project Enhancement Authority, the Successor Agency to the Santa Clara Redevelopment Agency, StadCo and its Affiliates, the Team and any Additional Team (i.e., an additional NFL franchise that plays its "home" games at the Stadium) (and their respective Affiliates), Manager's Affiliates (if not any of the previously mentioned Persons), each other tenant of the Stadium and each Event promoter, and any mortgagee, bond trustee or other financial institution from time to time holding a lien or indenture upon Manager's interest in the Stadium, the Stadium Lease or the Stadium Management Agreement.

C. Default Rate: shall mean a rate per annum equal to the lesser of (i) fifteen percent (15.0%) and (ii) the maximum non-usurious rate permitted by applicable law.

D. Fiscal Year: shall mean the twelve (12) month period commencing April 1 of each year after the execution of this Agreement, except that the first Fiscal Year will commence on the Commencement Date of the Stadium Lease and end on the next following March 31. If this Agreement expires or terminates on a date other than March 31 of a particular year, there shall be a partial last Fiscal Year ending on the date of such termination.

E. Hazardous Substance: shall mean, as of any date: (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs); (b) any chemicals or other materials or substances which as of such date are defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "infectious wastes," "pollutants" or words of similar import under any environmental law; and (c) any other chemical or other material or substance,

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exposure to which or use of which as of such date is prohibited, limited or regulated under any environmental law.

F. Person: shall mean any individual, corporation, partnership, limited liability company, association, trust or other entity whatsoever.

2. EMPLOYMENT OF CONTRACTOR.

Stadium Manager hereby employs Contractor to perform the Services. Stadium Manager shall pay for all such Services which are consistent with the terms of this Agreement.

3. SERVICES TO BE PROVIDED.

A. The Recitals above and all of the exhibits and schedules referenced in this Agreement are attached and are incorporated herein by this reference.

B. Contractor promises and agrees to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Services as described in this Agreement including, without limitation, **Exhibit A** attached hereto.

C. Stadium Manager may, at its discretion, provide, or cause to be provided, during the Term designated office and storage space within the Stadium for use by Contractor. The location of such office and storage space shall be in the sole discretion of Stadium Manager, and Stadium Manager may direct that the office and storage space be moved to a new location within the Stadium from time to time as it deems necessary.

D. Except as expressly provided herein, Contractor shall be responsible for all costs and expenses incurred in performing the Services, including costs and expenses of maintaining, repairing and replacing any furniture, fixtures, equipment, or other tangible property and all applicable taxes, staffing (including all managerial and Event staff, if applicable), and training. As described in greater detail in Section 8.F hereof, Contractor agrees to fully abide by all sustainability and reuse programs established for or applicable to the Stadium, as each may be modified from time to time following the Effective Date.

E. Without limiting the generality of any other provision in this Agreement, Contractor's provision of the Services shall be subject to the reasonable prior approval of Stadium Manager acting in conjunction with Contractor, including but not limited to staffing and the manner of Contractor's performance. Contractor shall not offer exclusivity to any supplier without the prior written approval of Stadium Manager.

F. If at any time, Contractor fails or is otherwise prevented from providing all or any portion of the Services whether due to a suspension or termination of any licenses or permits or otherwise, then, in addition to any other right of Stadium Manager, Stadium Manager shall have the right, in its sole discretion, without the payment of any kind to Contractor, to provide through any available means the Services, or any portion thereof, until such time as Contractor has resumed its provision of the Services. In the event Stadium Manager exercises its rights pursuant to this Section, Contractor shall, and shall cause its employees to cooperate and assist Stadium Manager in providing the Services.

G. Notwithstanding the foregoing, and subject to any restrictions imposed by the Authority, including pursuant to the Stadium Lease and Stadium Management Agreement, the Stadium Manager and its designated agents reserve the right of access to all areas that Contractor is permitted to access, use and occupy hereunder for purposes of operating, inspecting, maintaining and repairing the Stadium (and all improvements therein or thereon) and for the purpose of determining whether the terms, covenants and conditions contained in this Agreement are being fully and faithfully observed and performed by

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Contractor. Use of any space or property that Contractor is permitted to access, use and occupy hereunder for purposes other than the operations to be conducted under this Agreement, without prior written approval of Stadium Manager in its sole discretion, is prohibited. Contractor shall not interfere with any other contractor, licensee or employee of the Authority, Stadium Manager or any other person working at the Stadium.

4. COMMENCEMENT OF SERVICES.

Contractor shall begin providing the Services on the Effective Date. Contractor shall provide the Services as described in **Exhibit A** and shall complete all Services during the Term consistent with any milestones specified in this Agreement. The Parties may adjust any performance milestones, service schedules or commencement dates by mutual written agreement.

5. QUALIFICATIONS OF CONTRACTOR – STANDARD OF WORKMANSHIP.

A. Contractor represents and maintains that it has the necessary expertise in the professional calling to perform the Services, and its duties and obligations, expressed and implied, contained in this Agreement, and Stadium Manager expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties and obligations in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

B. Any plans, designs, specifications, estimates, calculations, reports, and other documents required to be furnished by Contractor under this Agreement shall be of a quality acceptable to Stadium Manager. To be accepted as provided under this Agreement, any such deliverable shall be a product of neat appearance and shall be well-organized, technically and grammatically correct, and checked, and shall identify the maker and checker. The minimum standard of appearance, organization, and content of the deliverable shall be that used by Stadium Manager for similar services.

6. TERM OF AGREEMENT.

The term of this Agreement (the "Term") shall begin on the Effective Date and terminate on March 31, 2026 provided however, if this Agreement extends beyond a single fiscal year, the Term for subsequent fiscal years shall be conditioned upon approval of the Authority budget for the applicable fiscal year that includes the amounts due under this Agreement. All Services contained herein shall be completed prior to the end of the Term of this Agreement. Subject to the prior approval of the Stadium Authority, Stadium Manager shall have the option, in its sole discretion, to extend the Term for two additional one (1) year periods by notifying Contractor in writing of Stadium Manager's desire to exercise said option prior to the expiration of the then-current Term.

7. WARRANTY.

Contractor expressly warrants that all 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 Stadium Manager when defects are due to the negligence, errors, or omissions of Contractor. If Contractor fails to promptly correct or replace Services, Stadium Manager may make corrections or replace Services and charge Contractor for the cost incurred by Stadium Manager.

8. PERFORMANCE OF SERVICES.

A. Contractor shall perform all Services in an efficient and expeditious manner and shall work closely with and be guided by Stadium Manager. Contractor shall be as fully responsible to Stadium Manager 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

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persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all Applicable Laws and safety regulations, the policies and procedures issued by the Stadium Manager relating to the Services, the general operating procedures of the Authority, and any and all other applicable rules, regulations, policies and directives established or implemented by the Authority and/or Stadium Manager, the designees of either of them, or the NFL, from time to time, including scheduling rules, regulations and policies, related to the use or operation of the Stadium (collectively, "Stadium Policies"). The term "Applicable Laws" as used in this Agreement shall mean any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing. The term "Governmental Authority" as used in this Agreement shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.

B. Contractor shall at all times maintain a sufficient number of qualified personnel at the Stadium and, if applicable, the Related Facilities (*e.g.,* offsite parking areas**)** for the performance of all of Contractor's obligations under this Agreement.

C. Contractor's authorized personnel who are scheduled to work at events at the Stadium ("Events") shall be provided with ingress to and egress from the Stadium through a gate or gates designated for such purpose by Stadium Manager, without charge, during all days on which Events are held and at all other times necessary to enable Contractor to prepare for Events and fulfill its responsibilities under this Agreement. Contractor shall be bound by and comply with all rules, policies and procedures relating to security and access rights, including requirements related to screening and identification of Contractor's personnel, established from time to time by Stadium Manager. Nothing herein contained shall be held to limit or qualify the right of the Authority or Stadium Manager to a free and unobstructed use, occupation and control of the Stadium and ingress and egress for itself, its lessees and the public.

D. Contractor shall obtain on or before the Commencement Date and shall thereafter maintain throughout the Term, at its cost and in its name, all licenses and permits necessary for the performance of the Services and any and all other licenses and permits required to be obtained by Contractor by the terms of the Stadium Lease. Stadium Manager shall cooperate with Contractor in connection with applications submitted by Contractor for any and all licenses and permits and renewals thereof. Contractor shall not submit any application for a permit or license without first providing Stadium Manager a reasonable opportunity to review it. Contractor shall furnish Stadium Manager with copies of such licenses and permits and renewals thereof as are physically maintained at the Stadium, and all other licenses or permits otherwise required under Applicable Laws or this Agreement, and shall surrender all licenses and permits to Stadium Manager upon termination of this Agreement.

E. In the event that Contractor fails to obtain or maintain in full force and effect any material license or permit necessary for the performance of the Services, including upon a suspension applicable to an Event or revocation thereof, (a) Stadium Manager shall have the right (but no obligation) to perform or have another Person perform the applicable obligation without compensation to Contractor and, whether or not Stadium Manager exercises that right or its termination rights, Contractor shall be responsible to Stadium Manager for the loss of income and all other damages, including consequential and special damages, suffered by Stadium Manager as the result of Contractor's breach of this Agreement, including any loss of income; and (b) Contractor shall be considered in material

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breach of this Agreement, and Stadium Manager may, in addition to any other rights or remedies it may have, immediately terminate this Agreement.

F. Contractor shall comply in all respects with the Santa Clara Business and Commercial Recycling Program, as the same shall be amended from time to time, and shall, in partnership with Stadium Manager, prepare and implement a plan (the "**Waste Reduction and Recycling Plan**") that targets 100% diversion of solid waste from all Events, including composting or other diversion of compostable organics. Contractor shall train its employees in the methods and objectives of the Waste Reduction and Recycling Plan and shall direct and cause its employees to not dispose of or discharge recyclables, compostables, waste, garbage, refuse or Hazardous Substances in any area in or outside the Stadium other than in areas specifically designated therefor. Contractor shall be responsible for expeditiously collecting, separating, recycling, bagging and delivering recyclables, compostables, trash and garbage generated within the Stadium Complex, and Contractor shall cause its employees to deposit such recyclables, compostables, trash and garbage in appropriate containers or equipment in the locations specified by Stadium Manager, whereupon Stadium Manager shall be responsible for the further delivery and ultimate disposal of such recyclables, compostables, trash and garbage. In addition, Contractor shall separate, compact and recycle the trash generated by Events on non-Event days. Contractor shall take all action necessary to: (i) ensure that all such recyclables, compostables, trash and garbage are placed in bags and/or the appropriate receptacles or other containers (which receptacles and containers shall be provided by Contractor) that are durable for transport and not easily susceptible to breakage or leakage, (ii) notify Stadium Manager when the centralized Stadium recyclable, compostable and garbage receptacles are full and need to be emptied, (iii) prevent recyclables, compostables and trash from piling up around the outside of the receptacles and from using the Stadium receptacles in lieu of transferring the recyclables, compostables and trash to the required locations as described herein and (iv) ensure that recyclables, compostables and trash do not spill out prior to or during transport. Contractor agrees to and is fully committed to participating in the separation and recycling of refuse in the Stadium and to minimize the amount of non-recyclable and non-compostable refuse to be removed from the Stadium. All recyclable, compostable, trash and garbage receptacles within the areas controlled by Contractor shall be provided by Contractor and shall be cleaned and sanitized by Contractor in accordance with the standards reasonably set from time to time by the Authority and/or Stadium Manager, to ensure a consistently high standard of sanitation meeting or exceeding the standards set by the Santa Clara County Public Health Department and/or the City. Contractor will comply with all federal, state and local recycling and composting requirements and such recycling and composting programs implemented from time to time by the Authority and/or Stadium Manager and all rules and regulations applicable to the Stadium's adherence to, and/or certification by, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System. Contractor shall indemnify Stadium Manager and make Stadium Manager whole for any out of pocket costs incurred by Stadium Manager which are solely attributable to any negligence or intentional act or omission of Contractor or any of its employees with respect to the recycling or trash removal program, including the expense of returned or rejected recyclable, compostable and trash removals due to mixing or contaminating the trash flow in violation of Applicable Laws or specific directives provided to Contractor in writing as part of the Stadium's sustainability and recycling, composting or trash removal programs. Stadium Manager will determine the type, appearance and location of the recyclable, compostable and trash receptacles.

G. Contractor agrees not to use Hazardous Substances at the Stadium, except in accordance with Applicable Laws, and agrees to indemnify, defend, and hold the Indemnified Parties harmless for all Losses (as defined in Section 23.A below) arising out of its use, generation or storage of Hazardous Substances at the Stadium.

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H. Contractors acknowledges and agrees that Services performed under this Agreement shall not create any right of lien for Contractor at the Stadium, which is a publicly owned building. Contractor hereby waives and releases any right of lien against Stadium Manager, StadCo, the Authority, the City, and the Stadium for the Services or any other work performed by Contractor at the Stadium during the Term of this Agreement.

I. If required by Applicable Laws, Contractor shall file a payment bond for one hundred percent of the total amount payable hereunder with and approved by Stadium Manager.

9. MONITORING OF SERVICES.

Stadium Manager may monitor the Services performed under this Agreement to determine whether Contractor's operations conform to Stadium operating policies and directives and to the terms of this Agreement. Stadium Manager may also monitor the Services to be performed to determine whether the Services are being conducted in accordance with applicable Stadium Policies, National Football League requirements, and Applicable Laws.

10. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate, or defective Services at no cost to Stadium Manager, when such defects are due to the negligence, errors, or omissions of Contractor. If any action of Contractor constitutes a breach, Stadium Manager may terminate this Agreement pursuant to the provisions described herein.

11. RESPONSIBILITY OF CONTRACTOR.

A. Contractor shall be responsible for the professional quality, technical accuracy, and coordination of the Services furnished by it under this Agreement. Neither Stadium Manager'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 Stadium Manager in accordance with Applicable Laws for all damages to Stadium Manager caused by Contractor failure to perform any of the Services furnished under this Agreement.

B. Any acceptance by Stadium Manager 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 Laws.

C. Contractor shall comply and otherwise abide by, all emergency and security procedures and protocols of the Stadium Manager, the Authority, the City, the Team, the NFL and promoters of Events as the Stadium Manager or such other Persons shall adopt from time to time. Such procedures and protocols may include, without limitation, (i) employee pat-down and screening, (ii) presentment by Contractor's employees of identification cards or badges issued by Stadium Manager, which may include reporting criteria such as bar codes, "Mag Stripes", "RFID" or other identifier systems; (iii) restricting access to certain parts of the Stadium to specified employees of Contractor as reasonably approved by the Stadium Manager (with respect to security clearance standards); and/or (iv) conduct by Contractor, at its sole expense, of Team-specified minimum background and such other security screening checks on all of Contractor's employees as the Stadium Manager shall request from time to time, which checks may vary as to job function.

D. <u>Personnel</u>.

i. Contractor shall hire, employ, train, supervise and discipline any and all persons necessary to provide the Services in accordance with the terms of this Agreement

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and shall use its best efforts to ensure that its employees continually practice the high standards of safety, courtesy and service customarily followed in the conduct of a first-class operation. Contractor shall use its best efforts to select qualified, competent and trustworthy employees. Any and all persons who furnish services under this Agreement, whether or not employed by Contractor prior to the Effective Date, are exclusively employees, subcontractors and/or non-affiliated third parties employed by Contractor and are not employees of the Authority, the City, StadCo or Stadium Manager. Such persons furnishing services under this Agreement shall be subject to appearance standards mutually acceptable to the parties hereto and as permitted by Applicable Laws, and shall wear, at all times while working at the Stadium, neat and clean uniforms provided by Contractor and approved by Stadium Manager. Such uniforms shall bear such lettering and insignia (including the name and logo of the Stadium, the Stadium naming rights sponsor, if required, and the location of the employee's assignment (*e.g.,* a Club or Suite area)) as Stadium Manager may require and shall be of a design reasonably satisfactory to Stadium Manager. Contractor shall cause its employees to conduct themselves in a professional and courteous manner, and not to unreasonably disturb or interfere with Events. Contractor shall at all times maintain accurate records of the names, addresses, employment history and other legal identification of those to whom Contractor issues employee badges, uniforms or other identifying items to ensure the proper identification and legal working status of Contractor's employees at the Stadium. Contractor shall conduct such background and other security screening checks on its employees as Stadium Manager shall reasonably request from time to time and shall not knowingly hire any person who has been previously terminated by the Authority, StadCo, Stadium Manager or any of their respective Affiliates or contractors. Upon Stadium Manager's request, and so long as any such action shall not be contrary to law, Contractor shall immediately remove from the Stadium any employee, agent, contractor or invitee of Contractor and permanently revoke such person's access credentials.

ii. Intentionally Left Blank.

iii. Contractor shall conduct regularly scheduled employee training programs appropriate to the Services provided, including any programs specifically requested by Stadium Manager, for all of its employees working in the Stadium (the “Employee Training Programs”). The Employee Training Programs will be mandatory for all employees, agents and any subcontractors of Contractor and, at a minimum, will include customer service, guest interaction, security procedures and specific job skills training, and will be conducted in such frequency as may be approved or directed by Stadium Manager. Contractor shall cause all Employee Training Programs to be periodically reviewed (no less frequently than annually) and updated to the extent necessary to maintain the standard of service requested by Stadium Manager. All employees of Contractor shall also be required to attend such policy and procedures training sessions as may be held by the Stadium Manager, as well as the Stadium orientation tour and training conducted by the Stadium Manager. Contractor shall not permit any employee, agent or subcontractor to work at an Event prior to his or her completion of the prescribed training sessions and Employee Training Programs.

iv. Contractor shall promptly notify Stadium Manager upon voluntary or involuntary termination of employment of its employees or contractors and ensure that each such terminated individual is denied further access to the Stadium. In no event shall the Authority, the City, StadCo or Stadium Manager be liable, and Contractor shall indemnify, protect, and hold the Authority, the City, StadCo and Stadium Manager harmless, for Contractor's record keeping (or lack of record keeping), including the legal identification and working status of Contractor's employees and

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subcontractors, or for any other matters relating to Contractor's employees or subcontractors.

12. COMPENSATION AND PAYMENT.

A. In consideration for Contractor's performance of the Services in accordance with the requirements of this Agreement, Stadium Manager shall pay Contractor for all materials provided and services rendered by Contractor in the amount(s) set forth in **Exhibit B**, entitled "Contractor Compensation and Fees."

B. Contractor will invoice Stadium Manager for fees as set forth in **Exhibit B**, subject to verification by Stadium Manager. Except as otherwise expressly provided in **Exhibit B**, Stadium Manager will pay Contractor within thirty (30) days of Stadium Manager's receipt of a valid invoice.

13. TERMINATION OF AGREEMENT.

A. In addition to any other rights or remedies Stadium Manager may have, Stadium Manager may terminate this Agreement by written notice to Contractor if: (i) Contractor fails to correct to the reasonable satisfaction of Stadium Manager any condition created or controlled by Contractor that, in Stadium Manager's reasonable judgment, poses a hazardous condition to occupants of the Stadium Complex, any of the Related Facilities (*e.g.,* offsite parking areas), or any portion thereof, within twenty-four (24) hours after receipt of written notice from Stadium Manager; (ii) Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of ten (10) days after receipt of written notice from Manager of the particular failure to perform (or thirty (30) days in the case that a remedy has commenced but cannot reasonably be accomplished in ten days); (iii) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (iv) Contractor transfers or permits a transfer of this Agreement in violation of Section 14; (v) Contractor fails to obtain and/or maintain required licenses and permits under Section 8.D; or (vi) Contractor fails to work cooperatively and in good faith with the Authority, Stadium Manager, any of their respective Affiliates or any of subcontractors of any of the foregoing. Contractor and Stadium Manager acknowledge and agree that termination of this Agreement by Stadium Manager pursuant to this Section shall be "for cause."

B. Upon the termination or expiration of this Agreement, (1) Contractor shall immediately surrender possession of the Related Facilities, if any (including any and all leasehold and other improvements therein), uniforms, equipment (and related manuals and software) to Stadium Manager, (2) Contractor shall immediately assign to Stadium Manager or its designee(s) all right, title and interest of Contractor in and to all items purchased by Contractor in connection with the Services (including uniforms and equipment), (3) Contractor shall make all payments required to be made by Contractor under this Agreement, (4) to the extent permitted by Applicable Laws, Contractor shall immediately surrender possession of and assign to Stadium Manager all permits and licenses acquired by Contractor in compliance with this Agreement and any Applicable Laws, and (5) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described above), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof. Any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

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C. If the Stadium is destroyed or otherwise rendered unusable for more than thirty (30) days for any reason (a "Casualty Event"), Stadium Manager shall give Contractor a notice within ninety (90) days after the Casualty Event stating that whether the Authority intends to rebuild or restore the Stadium. If the notice states that the Authority will not rebuild or restore the Stadium, this Agreement shall be terminated. If the notice states that the Authority intends to rebuild or restore the Stadium, the Parties' obligations hereunder shall be abated during that period. If such notice states that the Authority reasonably believes that it will take longer than two (2) years to restore or rebuild the Stadium or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) days after Stadium Manager gives such notice, and such termination shall be effective one hundred twenty (120) days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from Stadium Manager in the event of a Casualty Event.

D. The Parties acknowledge and agree that in the event that any permit required to be obtained by Stadium Manager for the full performance of the Services is not obtained by within a reasonable amount of time following the Effective Date, Stadium Manager shall have the right in its sole discretion to terminate this Agreement upon written notice to Contractor. Upon such termination, the Parties shall mutually agree upon any remaining payment by or refund to Stadium Manager in good faith. In no event shall Stadium Manager be responsible for any labor or other costs for services not yet performed by Contractor at the time of the notice of termination

14. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

A. Stadium Manager and Contractor bind themselves and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred by Contractor without the prior written approval of Stadium Manager. Contractor shall not hire subcontractors without express written permission from Stadium Manager.

B. Stadium Manager may sell, assign, pledge and otherwise transfer or encumber (each, a "**transfer**") this Agreement and any or all of its rights and obligations hereunder to any other Person, including any source of or guarantor or insurer of financing or any trustee, collateral agent or other Person appointed in connection with such financing (each, a "**Manager Assignee**"), whether by security agreement, collateral assignment, transfer or otherwise; provided, that such transfer shall not relieve Stadium Manager of its obligations under this Agreement unless such Manager Assignee assumes in writing Stadium Manager's obligations under this Agreement. Upon reasonable prior notice from Stadium Manager, Contractor shall make any payments due hereunder to such Manager Assignee and shall execute and deliver any documents that Stadium Manager or any Manager Assignee may reasonably request to acknowledge and confirm that upon any such transfer, this Agreement will remain in full force and effect, will continue to be a legal, valid and binding obligation of Contractor enforceable in accordance with its terms (subject to applicable bankruptcy or insolvency laws and general principles of equity), and that (to the extent accurate and correct) neither Contractor, nor to Contractor's knowledge, Stadium Manager is in material breach or violation of this Agreement.

C. Contractor acknowledges and agrees that, in the event the Stadium Management Agreement is terminated for any reason, the Authority and StadCo shall, in accordance with the Stadium Lease, employ a replacement manager for the Stadium, who shall, following the effective date of such employment, constitute the "Stadium Manager" for all purposes under this Agreement, provided, however, that for any period of time before a replacement manager is appointed, this Agreement may be assigned to the Authority or StadCo as deemed appropriate in the Stadium Manager's sole discretion.

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15. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, except for the Authority, StadCo, and Team, and no other third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

16. 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 Stadium Manager, the Authority or StadCo. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. All liabilities that may arise as a result of Contractor's status as an employer shall be borne exclusively by Contractor, including liability relating to payments required to be made under, and documents to be filed with respect to, the Federal Insurance Contribution Act and the Federal Unemployment Tax Act or any similar federal, state, city or local legislation or other Applicable Laws. Contractor is not authorized to bind Stadium Manager, the Authority or StadCo to any contracts or other obligations.

17. NO PLEDGING OF STADIUM MANAGER'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of the Stadium Manager or any other of the Indemnified Parties or incur any obligation in the name of such Persons. Contractor shall save and hold harmless the Authority, StadCo, Stadium Manager, their respective Affiliates, and their respective officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of credit by Contractor under this Agreement.

18. 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 Stadium Manager, 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 shall be deemed confidential. Notwithstanding the above, the Contractor acknowledges that the Authority is a California public entity that is subject to the California Public Records Act. Information disclosed to Stadium Manager on behalf of the Authority regarding the Contractor's Services in connection with the performance of this Agreement may be subject to public disclosure in accordance with the Public Records Act, including this Agreement and its terms.

19. NO USE OF STADIUM MANAGER NAME OR EMBLEM.

Contractor shall have no right to use the trademarks, symbols, trade names or other intellectual property of the Authority, Stadium Manager, Levi's Stadium®, the San Francisco 49ers, or their respective Affiliates, or Stadium tenants or their Affiliates or other Event performers directly or indirectly, in connection with any production, promotion, service or publication, without the written approval of Stadium Manager.

20. 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 Stadium Manager, but Contractor may retain and use copies thereof. Stadium Manager shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible

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for damages resulting from the use of said material for work other than the Services, including, but not limited to, the release of this material to third parties.

21. RIGHT OF STADIUM MANAGER TO INSPECT RECORDS OF CONTRACTOR.

Stadium Manager, 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 Services, 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 Stadium Manager. Any expenses not so recorded shall be disallowed by Stadium Manager.

Contractor shall submit to Stadium Manager any and all reports concerning its performance under this Agreement that may be requested by Stadium Manager in writing. Contractor agrees to assist Stadium Manager in meeting Stadium Manager's reporting requirements with respect to Contractor's Services hereunder.

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 Applicable Law.

23. HOLD HARMLESS/INDEMNIFICATION.

A. Contractor shall indemnify, defend and hold harmless the Authority, Stadium Manager and the Additional Indemnitees, and their respective officers, directors, managers, members, partners, owners and employees (collectively, "**Indemnified Parties**") from and against all losses, costs, suits, actions, claims, damages, amounts paid in settlement, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting to, imposed upon, asserted against or incurred by any of them (including in any action between the parties) in connection with or arising out of (i) any breach by Contractor under this Agreement, (ii) any activity, inactivity, work or thing done or permitted by Contractor or its employees, agents or contractors in or upon the Stadium or Related Areas, including the performance of the Services, or (iii) any injury or damage to any Person or to the property of any Person caused by any action or omission of Contractor or its employees, agents or contractors.

B. If any claim, demand, action or proceeding is made or commenced by any third party (a "**Third Party Claims**") against any Indemnified Party, the Indemnified Party shall give Contractor prompt notice thereof; the failure to give such notice shall not affect the liability of Contractor under this Agreement except to the extent the failure materially and adversely affects the ability of Contractor to defend the Third Party Claim. Contractor shall have the right to assume the defense and resolution of the Third Party Claim, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Contractor), (ii) Contractor shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim or would otherwise bring dishonor or disrepute upon Authority, Stadium Manager, any of their respective Affiliates, without the prior written consent of the Indemnified Party, and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Contractor's expense, if Contractor fails to (A) assume the defense within ten (10) business days after notice from the Indemnified Party or (B) diligently prosecute the defense.

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24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any longer time period set forth in **Exhibit C** entitled "Insurance Requirements" and attached hereto and incorporated herein by this reference, Contractor shall purchase and maintain in full force and effect, at no cost to Stadium Manager 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 required 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 Stadium Manager and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of Stadium Manager 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 Stadium Manager.

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 Stadium Manager 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 Stadium Manager addressed as follows:

Attention:	Francine Hughes, EVP and General Manager
Address:	Forty Niners Stadium Management Company LLC 4900 Marie DeBartolo Way Santa Clara, CA 95054
With a copy to:	Legal Affairs Forty Niners Stadium Management Company LLC 4949 Marie P. DeBartolo Way Santa Clara, CA 95054

And to Contractor as follows:

Attention:	West Coast Turf
Address:	Mel Williams, Vice President Greg Dunn, Sales Manager Northern California PO Box 4563 Palm Desert, CA 92261

If notice is sent via email, a signed, hard copy of the material shall also be mailed. The workday the email was sent shall control the date notice was deemed given if there is a computer-generated confirmation of

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receipt returned to the sender on the date of transmission. An email 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 Stadium Manager 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) provided the Parties may mutually 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 Contract Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

By executing this Agreement, Contractor promises and agrees that it and all of its members, officers, employees, agents, subcontractors and authorized representatives will comply with the "Ethical Standards for Contractors Seeking to Enter into an Agreement with Stadium Manager" attached hereto as **Exhibit D** and incorporated herein by this reference.

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 Stadium Manager, StadCo, Team, Authority, or 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

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Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise Stadium Manager if a conflict arises.

35. LABOR COMPLIANCE REQUIREMENTS.

A. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

B. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

C. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.

D. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Stadium Manager, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on public works with the intent to defraud shall be ineligible to bid on public works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor

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Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

E. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the "Public Works Contractor Registration Certification" attached hereto as **Exhibit E** and incorporated herein by this reference prior to Agreement execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

F. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

G. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Contractor is responsible for maintaining and providing the following documentation to Stadium Manager for review and approval within the timeframes specified below.

i. Division of Apprenticeship Standards (DAS) 140 Form (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 140 forms filed with the appropriate apprenticeship committee(s) the earlier of Contractor's first application for payment for Services performed under this Agreement or ten (10) days of Agreement execution.

ii. DAS 142 Form (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 142 forms filed with the appropriate apprenticeship committee(s) or evidence of an approved exemption with its first application for payment for Services involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications are for Services involving an apprenticeable craft or trade classification not covered under the first application for payment.

iii. California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if the compensation paid or to be paid to Contractor is $30,000 or more). Contractor, on behalf of itself and its subcontractors, must submit evidence of mandatory training contributions required under Labor Code Section 1777.5, as it may be amended from time to time, via submission of completed Form CAC-2

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and/or confirmation of payment to a valid union trust fund with each application for payment submitted to Stadium Manager.

iv. Certified Payroll Records; Statement of Compliance. Contractor, on behalf of itself and its subcontractors, must submit complete payroll records on forms substantially similar to the Department of Industrial Relations Form A-1-131 with each application for payment submitted to Stadium Manager. Each set of certified payroll records submitted to Stadium Manager with any application for payment must be accompanied by a signed Statement of Compliance certifying the information on the certified payroll records is true and correct. For the period covered by any application for payment in which Contractor and its subcontractors did not perform Services, Contractor must additionally submit a signed Statement of Non-Performance certifying no work was performed. Contractors are advised the submission of electronic certified payroll records to the Department of Industrial Relations via the eCPR system is not an acceptable substitute to maintaining and providing full certified payroll records as required by this provision and applicable law.

v. Fringe Benefit Statement. Contractor, on behalf of itself and its subcontractors, must submit complete Fringe Benefit Statement(s) for the crafts and trade classifications utilized to perform the Services covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which each applies.

vi. Demand for Compliance Records. At any time during or subsequent to the full performance of the Services under this Agreement and in addition to the obligations set forth above, Stadium Manager and/or the Authority may require Contractor to produce and or correct and re-submit any prevailing wage compliance records, which must be reviewed and approved by Stadium Manager and/or the Authority, prior to full release of payment.

vii. Withholding for Non-Compliance. In the event Contractor or any subcontractor is found not to be in compliance with the foregoing requirements for any application for payment whether for progress payments or final payment, Stadium Manager has the right to withhold up to ten percent (10%) of the amount owed to Contractor under the affected application for payment until full compliance is achieved. Contractor acknowledges and agrees the foregoing amount is a reasonable estimate of the value of the documentation specified above.

[***Signatures continued on next page***]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the Effective Date.

STADIUM MANAGER:

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

DocuSigned by:

By: _____

9DD87D1CEC5C46E...

Name: Peter Wilhelm

Title: Chief Financial Officer

CONTRACTOR:

WEST COAST TURF

DocuSigned by:

By: Mel Williams

B4DBC09BC22941E...

Name: Mel Williams

Title: Vice President

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EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide the following services at the Stadium during the Term, as directed by Stadium Manager:

A. Overview

a. Contractor will provide Stadium Manager the supply, delivery, and installation of sod for the playing field at the Stadium, as specified in this Exhibit A ("Scope of Services") and at the rates contained in Exhibit B ("Compensation and Fees"), both of which are attached and incorporated into this Agreement, for Levi's Stadium for a multiyear period beginning on April 1, 2023 through March 31, 2026, as requested by Stadium Manager.

b. Contractor will perform the Services, including the installation and delivery of sod, at Levi's Stadium located at 4900 Marie P. DeBartolo Way in Santa Clara, CA 95054.

c. The Parties shall mutually agree upon the time and date for Contractor or a subcontractor of Contractor to perform and complete the Services at the Stadium prior to the expiration of the Term.

d. Contractor must adhere to the prevailing wage and reporting requirements referenced in Exhibit F ("Prevailing Wage"), which is attached and incorporated into this Agreement.

e. Any changes to this Agreement, or any attached Exhibit(s), will be made via amendments to this Agreement during the term of this Agreement.

f. Pricing will include: sod, trucking, installation, and labor.

B. General Information

a. Contractor will perform field replacements as requested by Stadium Manager. Typically, there are three (3) field replacements during each calendar year, occurring in the spring, in the late summer, and in December. Field replacements of the grass playing surface shall be up to approximately eighty-two thousand (82,000) square feet.

b. Contractor will perform a number of partial field replacements, which may range from twelve-thousand (12,000) square feet to thirty-six thousand (36,000) square feet. Partial field installations for various events, like logo replacements, typically occur during December and early January.

c. Contractor acknowledges and agrees that:

i. The dates and timing referenced above are only estimates;

ii. Stadium Manager shall not have any minimum requirements for annual services or any minimum for a specific project; and,

iii. The actual schedule for field replacement is dependent on factors that cannot be predicted in advance, such as: weather, the number of events at the stadium, and wear and tear on the field.

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d. Contractor will perform the Services as requested by Stadium Manager. Typically, Stadium Manager will schedule the work at least thirty (30) days in advance; however, Contractor acknowledges and agrees that there will be certain instances when Contractor's Services are required on forty-eight (48) hours' notice.

C. Scope of Work for Stadium Field Installation and Sod

a. Contractor shall provide Stadium Manager custom grown Hybrid Tifway II Bermuda Grass, grown on plastic, of up to approximately eighty-two thousand (82,000) square feet for each field installation. Contractor will ensure that the sod will be overseeded with ryegrass if installed between November 15 and January 15, or as requested by the Stadium Manager. Depending on field and/or weather conditions at the Stadium at any specific time or other sod advances or improvements, Stadium Manager and Contractor may mutually agree upon revised or adapted sod variants in lieu of Hybrid Tifway II Bermuda Grass, grown on plastic, for any specific field replacement at the Stadium.

b. Contractor shall be responsible for delivery and unloading of the sod rolls, transporting them in to the stadium, and completing the installation process in accordance with best practices applicable to professional sports fields.

c. Contractor must ensure that sod is delivered weed-, insect- and disease-free. Contractor must transport the sod in a manner to protect the sod rolls. Contractor must ensure that sod rolls are not overly wet or dry upon delivery.

d. Contractor will provide all materials and labor necessary for the successful supply, delivery, and installation of the sod.

D. Sod Requirements

a. Contractor must ensure that the sod is grown in plastic and has been on plastic for a minimum of nine (9) months before Contractor installs the sod.

b. Contractor must ensure the sod is topdressed with USGA spec sand during sod production.

c. Contractor must ensure the sod is a minimum of one-and-a-half inches (1.5") thick two (2) weeks from harvest.

d. Contractor must ensure the sod is a minimum of fifteen (15) pounds per square foot two (2) weeks from harvest.

e. Contractor must ensure the sod is harvested forty-two (42") wide.

f. Contractor must ensure the sod does not have any weeds, disease, or insect populations.

g. Contractor must ensure the sod is delivered with limited signs of moisture stress.

h. Contractor must ensure the sod does not have excessive signs of black layer.

i. Contractor will provide Stadium Manager soil and tissue tests every month before delivery, and Contractor will ensure that any fertility or soil issues are addressed before installation.

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j. Contractor must ensure that the sod has a Turf-Tec Shear Vane reading of higher than twenty-five (25) Newton Meters one (1) week out from harvest.

k. Stadium Manager will conduct testing of the sod as needed.

l. Contractor must be able to install the entire surface in forty-eight hours if single consecutive start to finish completion is required.

m. Contractor must cover the sod rolls during transport on delivery trucks to protect the sod rolls from the elements during transit.

E. Equipment
   a. Contractor must provide and use the equipment described in this section as follows:
      i. A straight-mast forklift with turf tires with a minimum load capacity of four-thousand five hundred pounds (4,500 lbs.) to be used to off-load sod rolls from delivery trucks to the field at Levi's stadium;
      ii. Sod harvester producing forty-two inch (42") wide rolls, approximately forty feet (40') long, used at the farm to create sod rolls for transport;
      iii. Reel mowers to mow fields at the farm;
      iv. Fertilizer and pesticide application equipment (e.g., spray rigs, fertilizer spreaders, etc.);
      v. Verticutter for thatch management of fields at the farm;
      vi. Topdresser for addition of top-dressing sand to fields at the farm;
      vii. Turf rake for turf canopy management of fields at the farm; and, a
      viii. Minimum of two (2) sod install machines used to lay sod rolls out at Levi's Stadium field.

F. Estimated Quantities
   a. Typical annual quantity of sod purchased is two-hundred and fifty thousand (250,000) square feet, though quantities will vary based on event schedule, weather, and wear and tear of playing surface.

G. Notification
   a. Stadium Manager will notify Contractor with as much notice as possible for work to be done. Typically work is scheduled at least thirty (30) days out, but it is not unusual to give Contractor twenty-four (24) hours' notice for specific partial field removal. Based on past events, Contractor can expect that there will be priority orders and a quick turnaround time required for partial field removals, which will occur each year during the term of this Agreement.

H. Pricing
   a. Contractor will provide the Services at the rates contained in Exhibit B ("Compensation and Fees"), which is attached and incorporated into this Agreement.
   b. Exhibit B will govern all of Stadium Manager's compensation and fees due to Contractor under this Agreement.

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EXHIBIT B

CONTRACTOR COMPENSATION AND FEES

A. The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in Exhibit A ("Scope of Work") in accordance with the rates specified in Schedule A.

B. The pricing list below set out in Schedule A, which is attached and incorporated into this Agreement, will govern all of Services provided by Contractor to Stadium Manager. Notwithstanding the foregoing, the Parties acknowledge and agree that the pricing listed below may be required to change in accordance with documented changes to applicable law.

C. The pricing below includes cost per square foot, which can be applied to both partial and full field replacements. Any quantities regarding field square footage included in this Agreement or any attached Exhibits are estimated quantities; those quantities are not guaranteed, but can be used as a reference. Stadium Manager will not be required to use Contractor to service any minimum amount of field square footage.

D. The pricing below includes all costs, taxes, shipping, handling, and prevailing wages being paid for all labor in connection with the Services as required by Applicable Law.

E. Any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

F. Budget
Total not to exceed amount for three years: $4,800,000. The breakdown of costs are as follows for the three-year period:

Year One – 4/1/23 through 3/31/24 - $1,600,000
Year Two – 4/1/24 through 3/31/25 - $1,600,000
Year Three – 4/1/25 through 3/31/26 - $1,600,000

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SCHEDULE A

Pricing herein is for Custom Grown Tifway II Hybrid Bermuda Grass Grown on plastic (Sod Delivered & Installed between 11/15 - 01/15 to be Overseeded with Perennial Ryegrass).

Item Description	Unit Price
All Installations done Monday-Friday will be billed at:	4/1/23 – 3/31/24 = $3.70/square foot; 4/1/24 – 3/31/25 = $3.80/square foot; 4/1/25 – 3/31/26 = $3.90/square foot.
All installations performed on Saturdays, Sundays & Prevailing Wage Designated Holidays will be billed at:	4/1/23 – 3/31/24 = $3.80/square foot; 4/1/24 – 3/31/25 = $3.90/square foot; 4/1/25 – 3/31/26 = $4.00/square foot.
For installations of less than 1,000 square feet per day, a minimum charge of $3,750 shall apply.	$3,750 minimum charge
Payment bond	If a payment bond is required that would cost 3% of the contract value.

Price Includes: all materials and labor necessary for the supply, delivery and installation of the sod.

Total not to exceed amount for three years: $4,800,000. The breakdown of costs are as follows for the three-year period:

- Year One – 4/1/23 through 3/31/24 - $1,600,000
- Year Two – 4/1/24 through 3/31/25 - $1,600,000
- Year Three – 4/1/25 through 3/31/26 - $1,600,000

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EXHIBIT C

INSURANCE REQUIREMENTS

At all times during the term hereof, Contractor shall keep and maintain in full force and effect the following types of insurance coverage and/or bonds:

1. Commercial general liability insurance, including property damage, against liability for personal injury, bodily injury, death and damage to property occurring in or about the property in the amount of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.

2. Automobile liability in the amount of One Million Dollars ($1,000,000) with respect to owned, hired and non-owned vehicles.

3. Workers compensation insurance, as required by applicable law. Contractor is directed to review and execute the "Contractor's Certification Regarding Worker's Compensation" attached hereto as **Exhibit F** and incorporated herein by this reference prior to Agreement execution.

4. Employer's liability in the amount of One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, by disease, and One Million Dollars ($1,000,000) policy aggregate by disease.

5. Umbrella or excess liability insurance in the amount of Two Million Dollars ($2,000,000) providing excess coverage over general liability, auto liability, and employer's liability specified above.

The above stated limits may be achieved by a combination of primary and excess/umbrella coverage. Any deductible or self-insured retention amounts are the sole responsibility of the Contractor. Contractor is responsible for insuring any equipment brought to Stadium. Stadium Manager shall have no liability for such equipment.

All insurance policies and bonds required to be maintained by Contractor shall be issued by insurers or sureties (as the case may be) reasonably satisfactory to client, authorized to do business in the state of California and having an AM Best rating and financial size category of A-/VII or better. All policies of the vendor shall be (i) primary and non-contributing with respect to any policies carried by client; (ii) with respect to liability insurance only, a provision including Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC as Additional Insured; (iii) a waiver by the insurer of any right to subrogate against Stadium Manager (iv) a severability of interest or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such without giving the Stadium Manager thirty (30) days' prior written notice; and (vi) general liability be an "occurrence form" policy. Any policy of insurance required to be carried by Contractor that names Stadium Manager as Additional Insured shall not be subject to a deductible or self-insured retention, it being the intent of the parties that such insurance shall fully and completely insure such additional insured entities for all loss or expense; if any such policy has a deductible or self-insured retention clause applicable to these operations, Contractor shall provide evidence that insurance carrier shall pay without regard to such deductible or self-insured retention.

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EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH STADIUM MANAGER

Termination of Agreement for Certain Acts.

A. Stadium Manager may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

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

   a. Is convicted[2] of operating a business in violation of any Applicable Law;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a Stadium Manager contractor or subcontractor; 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 Contractor can be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

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

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

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

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B. Stadium Manager may also terminate this Agreement in the event any one or more of the following occurs:

1. Stadium Manager determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or

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

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the action to the Authority by filing a written request with the Authority Secretary within ten (10) days of the notice given by Stadium Manager to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the Authority Secretary. Contractor will have the burden of proof on the appeal. 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 Stadium Manager for the successful performance of the obligations of Contractor to Stadium Manager.

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EXHIBIT E

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[6]

Name of Contractor: West Coast Turf

DIR Registration Number: 1000009410

DIR Registration Expiration: 06/2023

Small Project Exemption: _____ Yes or __X__ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening (or contract execution where no bid occurred) and maintain registration status for the duration of the Agreement.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor West Coast Turf

Signature DocuSigned by: Mel Williams B4DBC09BC22941E...

Name and Title Mel Williams Vice President

Dated 4/5/2023

[6] If the Agreement is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

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EXHIBIT F

CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION

I, the undersigned Contractor, am aware of the provisions of Section 3700 *et seq.* of the California 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Services on this Agreement.

Name of Contractor: West Coast Turf

By: DocuSigned by: Mel Williams
Signature

Mel Williams
Name (Print)

Vice President
Title (Print)

AMENDMENT NO. 1
TO THE GENERAL SERVICES AGREEMENT
CONTRACT NUMBER 10166
BY AND BETWEEN
FORTY NINERS STADIUM MANAGEMENT COMPANY LLC
AND
WEST COAST TURF

1. Parties and Date.

This Amendment No. 1 to the General Services Agreement ("Amendment No. 1") by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and West Coast Turf, a California corporation with its principal place of business at 42-540 Melanie Pl., Palm Desert, CA 92211 ("Contractor") shall be effective on April 1, 2026 ("Effective Date"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor. The Stadium Manager and Contractor entered into an agreement titled "Levi's Stadium General Services Agreement By And Between Forty Niners Stadium Management Company LLC And West Coast Turf", dated April 1, 2023 ("Agreement"), for the purpose of Stadium Manager securing services as described in Exhibit A (the "Services") from Contractor during the period of April 1, 2023 through March 31, 2026 ("Term").

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to extend the Term in which Contractor shall provide Services and update the applicable fees for the extended Term, and to increase the not-to-exceed amount under the Agreement.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 25 of the Agreement.

3. Terms

3.1 Amendment. The Term of the Agreement is hereby extended for one (1) additional year which shall expire on March 31, 2027.

3.2 Amendment. Exhibit B, Contractor Compensation and Fees and Schedule A is hereby deleted in its entirety and replaced with Exhibit B-1, Contractor Compensation and Fees, and Schedule A-1, which are attached hereto and incorporated herein by this reference.

3.3 Continuing Effect of Other Provisions. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the Effective Date of this Amendment No. 1, whenever the term "General Services Agreement" or "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.5 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	**WEST COAST TURF**
Approved By:	
Francine Hughes EVP and General Manager	Mel Williams Vice President
Date	Date

EXHIBIT B-1

CONTRACTOR COMPENSATION AND FEES

A. The Parties mutually agree that as consideration for the Services contained in this Agreement, Stadium Manager shall compensate Contractor upon the completion (and verification of the completion by Stadium Manager) of the Services contained in Exhibit A ("Scope of Work") in accordance with the rates specified in Schedule A.

B. The pricing list below set out in Schedule A, which is attached and incorporated into this Agreement, will govern all of Services provided by Contractor to Stadium Manager. Notwithstanding the foregoing, the Parties acknowledge and agree that the pricing listed below may be required to change in accordance with documented changes to applicable law.

C. The pricing below includes cost per square foot, which can be applied to both partial and full field replacements. Any quantities regarding field square footage included in this Agreement or any attached Exhibits are estimated quantities; those quantities are not guaranteed, but can be used as a reference. Stadium Manager will not be required to use Contractor to service any minimum amount of field square footage.

D. The pricing below includes all costs, taxes, shipping, handling, and prevailing wages being paid for all labor in connection with the Services as required by Applicable Law.

E. Any and all additional costs, including taxes, shipping, handling, and any subcontractor costs, shall be at Contractor's sole expense and Contractor shall have no right to invoice Stadium Manager or any third-party for any additional costs incurred by Contractor in the performance of the Services under this Agreement.

F. Budget
Total not to exceed amount for four years: $6,400,000. The breakdown of costs are as follows for the four-year period:

Year One – 4/1/23 through 3/31/24 - $1,600,000
Year Two – 4/1/24 through 3/31/25 - $1,600,000
Year Three – 4/1/25 through 3/31/26 - $1,600,000
Year Four – 4/1/26 through 3/31/27 - $1,600,000

SCHEDULE A-1

Pricing herein is for Custom Grown Tifway II Hybrid Bermuda Grass Grown on plastic (Sod Delivered & Installed between 11/15 - 01/15 to be Overseeded with Perennial Ryegrass).

Item Description	Unit Price
All Installations done Monday-Friday will be billed at:	4/1/23 – 3/31/24 = $3.70/square foot; 4/1/24 – 3/31/25 = $3.80/square foot; 4/1/25 – 3/31/26 = $3.90/square foot. 4/1/26 – 3/31/27 = $4.00/square foot.
All installations performed on Saturdays, Sundays & Prevailing Wage Designated Holidays will be billed at:	4/1/23 – 3/31/24 = $3.80/square foot; 4/1/24 – 3/31/25 = $3.90/square foot; 4/1/25 – 3/31/26 = $4.00/square foot. 4/1/26 – 3/31/27 = $4.10/square foot
For installations of less than 1,000 square feet per day, a minimum charge of $3,750 shall apply.	$3,750 minimum charge
Payment bond	If a payment bond is required that would cost 3% of the contract value.
Ready Play Grass (Sod Grown on Plastic)	All Ready Play Fields Grass fields older than 18 months in age will accrue a $0.10 per square foot/ per month addition in price to be added to install price at time of installation. Nursery sod used in the establishment of Ready Play Grass that has been grown on imported USGA will have an additional cost of $0.63/square foot.

Price Includes: all materials and labor necessary for the supply, delivery and installation of the sod.

Total not to exceed amount for four years: $6,400,000. The breakdown of costs are as follows for the four-year period:

- Year One – 4/1/23 through 3/31/24 - $1,600,000
- Year Two – 4/1/24 through 3/31/25 - $1,600,000
- Year Three – 4/1/25 through 3/31/26 - $1,600,000
- Year Four – 4/1/26 through 3/31/27 - $1,600,000

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: March 19, 2026

To: Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Approval - West Coast Turf Contract Amendment

Recommendation:

1. Approve and authorize the Stadium Manager to execute an Amendment No. 1 to the Agreement with West Coast Turf (Agreement) for supply, delivery, and installation of sod services at Levi's Stadium to increase the maximum compensation by $1,600,000 to cover services from April 1, 2026 to March 31, 2027.

2. Authorize the Executive Director to approve future amendments to the Agreement to exercise the final one-year option for the fifth contract year and increase the not-to-exceed amount by $1,680,000 to cover services from April 1, 2027 to March 31, 2028 and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, all subject to the same basic terms and conditions and budget appropriations.

3. Authorize the Executive Director to approve future amendment to the Agreement, under the same basic terms and conditions, for a period not to exceed six months beyond the fifth contract year through September 30, 2028 and increase the not-to-exceed amount by $840,000 to cover up to six months of services and increase the compensation and fee schedule to reflect rate increases not to exceed 5% over the prior year upon providing reasonable justification of rate increases, provided the Stadium Manager is engaged in an active competitive solicitation process and subject to budget appropriations. This extension is intended to support the transition to a recommended contractor and maintain continuity of business.

4. The total not-to-exceed maximum compensation for the Agreement, inclusive of all contract years and the six-month extension period, shall not exceed $8,920,000.

Background:
On April 4, 2023, the SCSA Board approved Stadium Manager's request to establish a three-year agreement with West Coast Turf for the supply, delivery, and installation of sod for the field at Levi's Stadium. The agreement includes an option to renew for two one-year periods. The initial term of the Agreement was from April 1, 2023, through March 31, 2026, with a not-to-exceed

amount of $1,600,000 per contract year. The Board authorized the Executive to approve the exercise of any option to extend the agreement for up to two additional one-year periods, subject to budget appropriations.

Stadium Manager has a continued need for sod supply, delivery, and installation to maintain a safe, high-quality playing surface at Levi's Stadium for both Non-NFL and NFL events. The vendor performs nearly five full field replacements per year. It is critical that a single, experienced vendor provides all services, as they control sod cultivation and possess detailed knowledge of the stadium's field system, ensuring consistency, performance, and accountability. By exercising the first of two one-year extension options, Stadium Manager will ensure continuity with West Coast Turf and maintain quality field surfaces.

West Coast Turf has now referred to Sod Grown on Plastic (SOP) as Ready Play Grass, which reflects their proprietary name.

To ensure the Stadium remains fully operational, Stadium Manager requires flexibility to manage vendor transitions effectively. In the event that a new provider is selected through a competitive solicitation process at the end of the fifth contract year, an extension of up to six months may be required. This transitional period allows for the seamless handover of specialized pest management and the mobilization of a new contractor without a lapse in essential services.

Fiscal Impact:
The cost for this service is covered in the proposed FY26/27 SCSA Budget, Groundskeeping Department, as a shared expense. Generally, Stadium Authority is responsible for 30% of the Shared Expenses portion of the agreement cost.

Year 5 and the as-needed 6-month extension each include a maximum 5% increase year over year in the compensation and fee schedule. This percentage is based on the potential rate increases exceeding the prior year fees given the overall lack of market certainty due to current economic and political factors.

The six-month extension period amount of $840,000 is included to provide coverage during an active competitive solicitation process if necessary. This is calculated based on the Optional Year 5 NTE with an additional 5% increase. This brings the total not-to-exceed maximum compensation to $8,920,000, inclusive of all contract years and the six-month extension period.

Description	**Combine NTE**
Initial Three-Year Term (4/1/23-3/31/26)	$4,800,000
Optional Year 4 (4/1/26-3/31/27)	$1,600,000
Optional Year 5 (4/1/27-3/31/28)	$1,680,000
6-Month As-Needed Extension Period (4/1/28-9/30/28)	$840,000
Total Not-to-Exceed Maximum Compensation	**$8,920,000**

RESPONSE TO COUNCIL QUESTION
RE: March 24, 2026 AGENDA

Item 4.C 26-315: Action on an Amendment No. 1 to the Agreement with West Coast Turf for the Supply, Delivery, and Installation of Sod for the Field at Levi's Stadium to Extend the Term by One Year, Increase the Total Agreement Amount, Update the Compensation and Fee Schedule, and Delegate Authority to the Executive Director for Future Amendments

Question 1: The original RFP conducted in 2023 received only one bid from West Coast Turf. What specific outreach was conducted to identify potential competing vendors at that time, and can staff provide documentation of which vendors were contacted and why they declined to submit proposals?

Response: The original RFP in 2023 was published in Bonfire Interactive, the Stadium Manager's eProcurement portal. In their Recommendation Memo requesting approval of the original agreement with West Coast Turf, the Stadium Manager stated that, in addition to inviting firms on their established supplier list, they also selected suppliers registered on the portal with specific commodity codes offering sod. As part of their 2023 request, the Stadium Manager provided Stadium Authority staff with a list of sod suppliers as part of their supporting documentation. That list included eight vendors in Northern and Central California, including West Coast Turf. Staff does not have any additional documentation on why the other vendors declined to submit proposals to the RFP aside from what the Stadium Manager has shared in their 2023 Recommendation Memo, that "While Stadium Manager reached out to a number of potential suppliers providing sod including delivery and installation services, the type of sod and method to grow and maintain it prior to installation as required by the Stadium Manager is not generally offered by many sod providers."

Question 2: What outreach has the Stadium Manager conducted since 2023 to develop additional qualified vendors capable of meeting the stadium's sod requirements, and is there any documentation of those efforts?

Response: The Stadium Manager did not conduct an additional solicitation for vendors since 2023. This is because there is existing authority from the SCSA Board to utilize West Coast Turf for a total of 5 years (an initial 3-year term from April 1, 2023 to March 31, 2026, and two one-year extensions for the 2026-27 and 2027-2028 fiscal years). That contractual authorization was approved by the Board on April 4, 2023.

Item 4.C 26-315 proposes to retain the 5-year original term and provide for the option to increase it by 6 additional months (only if the Stadium Manager is engaged in an active competitive solicitation process), as well as provide a potential 5% compensation increase beginning in Year 5 of the original contract term and another potential 5% increase in the final 6 months.

Question 3: The staff report requests delegation of authority to the Executive Director to approve Year 5 and the six-month extension totaling up to $2,520,000 with no further Board action required. Why is Board oversight being removed from future extensions of a sole-source contract rather than requiring each option year to return to the Board for approval?

Response: There are incorrect assumptions in the question.

1) The West Coast Turf contract is not a sole-source contract. It is a contract that was competitively bid, and there was only one bidder from the solicitation. A sole-source contract is a procurement method where a contract is awarded to a single supplier without a competitive bidding process, justified by the unique capabilities of the supplier. The requested 6-month extension would only be authorized if the Stadium Manager is engaged in an active competitive solicitation process for the next contract term. This is a normal and customary process that the City of Santa Clara, the SCSA, and other agencies

utilize. In fact, recognizing the time and expense to conduct competitive solicitation, the City of Santa Clara regularly extends the use of competitive solicitations for 7-10 years.

2) The Stadium Authority Board's prior approval of the Agreement with West Coast Turf included authorizing the Executive Director to approve an annual contract extension for 5 years in an amount not to exceed $1,600,000 annual. As noted in the staff report and above, Item 4.C 26-315 proposes to retain the 5-year original term and provide for the option to increase it by 6 additional months (only if the Stadium Manager is engaged in an active competitive solicitation process), as well as provide a potential 5% compensation increase beginning in Year 5 of the original contract term and another potential 5% increase in the final 6 months. As such, the additional financial authority that is being requested is $920,000 (not $2.5M), broken down as...

- An additional $80,000 in year 5, for a total of $1,680,000.
- An additional $840,000 for the first 6 months of year 6.

Anything beyond the outlined parameters will require additional Board approval. This approach to obtain approval for the full anticipated term of the contract, including the initial and option years, is consistent with City contracting practices, subject to budget appropriations and other required controls.

Question 4: The justification provided for pre-authorizing rate increases of up to 5% is "overall lack of market certainty due to current economic and political factors." What objective benchmark, such as CPI or regional market rates, was used to arrive at 5% specifically, and will that same benchmark be required to justify future rate increases before the Executive Director approves them?

Response: The Consumer Price Index All Urban Consumers in the San Francisco-Oakland region was used as a baseline indicator. Historical data from 2012 through 2025 reflects an average increase of 3.3%, with variability ranging from 1.7% in 2020 to a high of 5.6% in 2022. The most recent annual increase for 2025 was 2.2%. While the CPI reflects a moderate increase, it may not fully capture cost pressures in areas such as housing, food, and services in the Bay Area. Additionally, it is not uncommon for the City to budget and/or receive increases of 5% for goods and services. Accordingly, establishing an allowance of up to 5% for annual increase is considered prudent to account for regional market variability. Any requested increases must be supported by reasonable justification from the Stadium Manager and will be reviewed by staff against the CPI and other relevant factors to determine reasonableness. Under the current recommendation, any requested increases above 5%, even if reasonable, will need to go back to the Board for additional approval. Lastly, staff considered the fact that the 5% contractual authority was only requested for Year 5, which means that Years 1-4 would have been capped at $1.6M.

Lastly, given current geopolitical factors and rising costs, the Stadium Manager and SCSA staff believe that it is reasonably foreseeable that the future may be higher for sod based on a number of factors, including transportation, fuel, labor, and fertilizer, etc.

Question 5: Staff identified a new line item called "Ready Play Grass" in the amended fee schedule that turned out to be a rebranded name for an existing service already in the contract. Can staff confirm that no other existing services have been repackaged under new names or descriptions in the proposed Amendment No. 1 or updated fee schedules?

Response: There were no additional changes to the updated compensation and fee schedule aside from the identified line item for Ready Play Grass, rate increases that reflected CPI for certain existing line items (for installation), and inclusion of the budget for contract year 4.

Question 6: At approximately $320,000 per field replacement and nearly five replacements per year,

how is the Stadium Authority independently verifying that the 30/70 cost allocation between the Stadium Authority and StadCo is being correctly applied to each individual field replacement event, and has this specific allocation ever been reviewed by the Stadium Authority's independent auditor?

Response: The Stadium Authority contracts with KPMG to conduct a separate Agreed Upon Procedure (AUP) to sample and review the Shared Expenses, including groundskeeping costs. Part of KPMG's review does include verification of the 70/30 split of costs. Additionally, the KPMG Agreed Upon Procedures work for the SCSA included payments to West Coast Turf in their sample selections for FY21, FY22, FY23, and FY24.

Question 7: The FIFA World Cup begins June 13, 2026, less than three months from now. How many field replacements are anticipated in connection with the transition between the World Cup soccer configuration and the NFL season configuration?

Response: According to the Stadium Manager, the current expectation (consistent with the 2026/27 approved budget) is that there will be one new field required between FIFA and the start of the NFL season. This is updated information that was not available when the staff report was drafted.

Question 8: Under the World Cup Agreements with the Bay Area Host Committee and TeamCo, who is contractually responsible for paying for field replacements required specifically because of the World Cup, and has that cost been separately accounted for and excluded from the Stadium Authority's share of this contract?

Response: The Bay Area Host Committee is responsible for the cost of installing the pitch for World Cup events, and the cost is accounted for separately by ManCo. SCSA staff will continue to review expenses for this fiscal year to ensure that no BAHC costs are charged to the SCSA. This will also be covered in the scope of work for our year-end audits.

Question 9: The staff report states the exact amount for Shared Stadium Expenses groundskeeping under this contract is "currently unknown due to various factors including installation days and grass age." Given that this contract year begins April 1, 2026, nine days from now, why is that amount still unknown and when will the Stadium Authority have a firm estimate?

Response: There are several factors that are not determinable at this time, such as:

- Event scheduling often dictates the specific days on which field work occurs, and as detailed in Exhibit A to the contract, there are different charge rates for installations occurring on Monday to Friday (lower rate), versus weekends and Holidays (higher rate).
- Weather also plays a significant role in the cost of turf replacement. Heavy rains, in particular immediately before or during NFL games, can result in field damage necessitating field work.
- The concert schedule is also a significant factor, and the schedule can change throughout the year.

Question 10: The total not-to-exceed amount for this contract from inception through the six-month extension is $8,920,000. Can staff confirm that every dollar of this contract has been or will be competitively justified, and if not, what is the Stadium Authority's policy on sole-source contracts of this magnitude and duration?

Response: As noted above in the response to question 3, the West Coast Turf contract is not a sole-source contract. It is a contract that was competitively bid, and there was only one bidder from the solicitation. A sole-source contract is a procurement method where a contract is awarded to a single supplier without a competitive bidding process, justified by the unique capabilities of the supplier. The requested 6-month extension would only be authorized if the Stadium Manager is engaged in an active competitive solicitation process for the next contract term. This is a normal and customary process that the City of Santa Clara, the SCSA, and other agencies utilize. In fact, recognizing the time and expense

to conduct competitive solicitation, the City of Santa Clara regularly extends the use of competitive solicitations for 7-10 years.

Question 11: The staff report states that "the Stadium Manager does not anticipate any charges to FY 2026/27 Non-NFL Event expenses for field replacements; however, that may change as the Non-NFL Event calendar is updated." What is the process by which the Board would be notified if Non-NFL Event field replacement charges are added during the fiscal year, and does that require Board approval or can it be handled administratively?

Response: As noted in the response to question 7, according to the Stadium Manager, the current expectation (consistent with the 2026/27 approved budget) is that there will be one new field required between FIFA and the start of the NFL season. This is updated information that was not available when the staff report was drafted.

Question 12: West Coast Turf's proprietary growing and installation method is cited as justification for limiting competition. Has the Stadium Authority independently verified that no other vendor in the region is capable of providing equivalent sod services, and if not, what prevents us from requiring the Stadium Manager to demonstrate that through a new competitive solicitation before extending this contract further?

Response: The Stadium Manager intends to issue a new RFP prior to the end of the original five-year term (three years plus two one-year options), which ends on March 31, 2028. The requested six-month extension, through September 30, 2028, if needed, will allow sufficient time to complete the RFP process, execute a new agreement, transition services to the new service provider, if applicable. However, if desired, a new RFP may be issued prior to the end of the anticipated term.

Additionally, it is important to note that the term “proprietary” in the staff report referred to the name “Ready Play Grass”, which is a registered trademark of West Coast Turf.

26-366 **Agenda Date: 4/7/2026**

REPORT TO COUNCIL

SUBJECT
Action on Monthly Financial Status and Investment Reports for December 2025 and Approve the Related Budget Amendments (ITEMS 2b AND 2e CONTINUED FROM MARCH 10, 2026) DEFERRED FROM MARCH 24, 2026

BACKGROUND
On March 10, 2026, the Monthly Financial Status and Investment Reports for December 2025 and related budget amendments (RTC 26-107) were brought forward for City Council consideration as part of the consent calendar. The recommended budget actions included as items 2b and 2e were pulled from the consent calendar while the balance of the recommendations was approved. Items 2b and 2e were continued to the March 24, 2026, City Council meeting.

DISCUSSION
The budget actions brought forward under items 2b and 2e recommend the transfer of $180,000 from the unrestricted fund balance in the Downtown Parking Maintenance District Fund to the Public Buildings Capital Fund to establish a Public Facilities Paid Parking project that will be used for a parking study. Funding for a parking study is requested to address prior City Council direction to investigate paid parking options for the City-owned parking lots at Franklin Square.

ENVIRONMENTAL REVIEW
The actions being considered do not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that they are fiscal activities that do not involve any commitment to any specific project which may result in a potential significant physical impact on the environment.

FISCAL IMPACT
The recommended budget adjustments are described in Attachment 1 and summarized below:

- Downtown Parking Maintenance District Fund - establishes a transfer to the Public Buildings Capital Fund to establish a new Public Facilities Paid Parking project; and
- Public Buildings Capital Fund - recognizes a transfer from the Downtown Parking Maintenance District Fund and establishes a new Public Facilities Paid Parking project.

COORDINATION
This report has been coordinated with the City Attorney’s Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and

in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

2. Approve the FY 2025/26 budget amendments in the following funds (as detailed in the Fiscal Impact section of the staff report and Attachment 1 of the staff report):
   b. In the Downtown Parking Maintenance District Fund, transfers funding to the Public Buildings Fund and decreases the unrestricted ending fund balance, with a net impact of $0; and
   e. In the Public Buildings Capital Fund, recognizes a transfer from the Downtown Parking Maintenance District Fund and establishes a Public Facilities Paid Parking project, with a net impact of $180,000.

Five affirmative Council votes required to appropriate additional revenue, allocate unused balances

Reviewed by: Kenn Lee, Director of Finance
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. FY 2025/26 Budget Amendments - Items 2b and 2e

FY 2025/26 Budget Amendments

Downtown Parking Maintenance District Fund (025)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to Public Buildings Capital Fund		180,000	This action establishes a transfer to the Public Buildings Capital Fund to establish the Public Facilities Paid Parking project to fund a paid parking study for Franklin Square. This transfer will be supported by a reduction to the Unrestricted Ending Fund Balance, which is comprised entirely of the City's General Fund dollars that were contributed to the Downtown Parking Maintenance District Fund in prior years for maintenance activities and will not be funded by property owner contributions **(five affirmative Council votes required for the use of unused balances).**
Unrestricted Ending Fund Balance		(180,000)	This action decreases the Ending Fund Balance to offset the recommended action above **(five affirmative Council votes required for the use of unused balances).**
	-	-	

Public Buildings Capital Fund (538)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from Downtown Parking Maintenance District Fund / Public Facilities Paid Parking (New Project)	180,000	180,000	At the March 25, 2024, and April 3, 2024, City Council Priority Setting Sessions, City Council directed staff to investigate paid parking options for the City-owned parking lots at Franklin Square. This action establishes the Public Facilities Paid Parking project in the amount of $180,000 for the parking study, funded by a transfer from the Downtown Parking Maintenance District Fund Unrestricted Ending Fund Balance; this fund balance was generated from unspent General Fund contributions for maintenance activities in prior years **(five affirmative Council votes required to appropriate additional revenue).**
	180,000	**180,000**	

26-244 **Agenda Date: 4/7/2026**

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action on Appeal (PLN26-00094) of a Project Located at 2892 Mesquite Drive for Planning Commission's Affirmation of an Approval of an Architectural Review Permit (PLN25-00561) Decision from the Development Review Hearing for a 621 Square Foot First Floor Addition and a 397 Square Foot Second Floor Addition to an Existing Two-Story 2,081 Square Foot Single-Family Residence with a 500 Square Foot Attached Garage on a 7,351 Square Foot Lot. CEQA Status: Exempt from CEQA per Section 15301

REPORT IN BRIEF

Applicant of the Appeal: Sorin Spanoche & Andrea Cosmin
Property Owner: Ling Zhou
General Plan: Very Low Density Residential
Zoning: Single-Family Residential (R1-6L)
Site Area: 0.13
Existing Site Conditions: The site consists of a two-story raised ranch style four-bedroom, two-bathroom residence built in 1955 at 2892 Mesquite Drive
Surrounding Land Uses:

- North: Two-Story Raised Ranch Style Residence (R1-6L), across from Mesquite Avenue
- East: Single-Story Ranch Style Residence (R1-6L)
- South: Single-Story Tract Home (R1-6L)
- West: Single-Story Ranch Style Residence (R1-6L)

SUMMARY

The property owner, Ling ("Annie") Zhou, filed an application on July 23, 2025 requesting an Architectural Review approval for an addition and remodel at 2892 Mesquite Drive, a property located between Mesquite and Madrone Avenue in a predominately single-family residential neighborhood. The application is for a 621 square foot first floor addition and a 397 square foot second floor addition to the existing two-story 2,081 square foot single-family residence. As required by Santa Clara City Code (SCCC) 18.120.020.D, Architectural Review Process - Public Hearing Required, the project was heard by the Development Review Officer (DRO) on December 10, 2025 and approved. At the hearing, five members of the public spoke against the project: they argued that the project design was inconsistent with the prevailing development pattern of the subdivision and would create sight line impacts to the neighboring properties due to landscape screening.

The appellants are the neighbors of 2892 Mesquite Drive; and filed an appeal of the DRO decision to the Planning Commission (Commission). The Commission heard the appeal during a duly noticed public hearing meeting on February 11, 2026. After the close of the public hearing, the Planning Commission voted to uphold the DRO's decision and approve the project with a 4-3 vote.

The appellants have now filed an appeal of the Planning Commission's decision to City Council in

accordance with SCCC 18.144.020.B. The project is now scheduled before the City Council for a public hearing, and pursuant to SCCC 18.144.030.E, the City Council hears Commission appeals *de novo* or "anew*."* This means that while the Council may consider the earlier arguments before and determinations by the DRO and the Planning Commission as part of their own decision making, the Council is making its own determination based on the record presented, and is not merely reviewing the earlier arguments and decisions for compliance with applicable procedures and policies. The City Council has broad discretion and serves as the final decision maker on all single-family home design permits under SCCC 18.144.020.B.

BACKGROUND

On July 23, 2025, the owner, Ling ("Annie") Zhou, submitted an application requesting an Architectural Review approval for the proposed 1,018 square foot first and second floor addition to their existing two-story 2,081 square foot single-family residence as required by SCCC 18.120.020.D., Architectural Review Process - Public Hearing Required. At a publicly noticed meeting - Development Review Hearing (DRH) on November 19, 2025, the Development Review Officer reviewed the request. The review was continued to the December 10, 2025 publicly noticed DRH due to technical difficulties with the meeting's hybrid capabilities and to allow for community feedback to be received. At the December 10, 2025 DRH, the DRO discussed if the first-floor addition on the front of the residence would break the prevailing development pattern of the subdivision and create sight line impacts to the neighboring properties. Five members of the public spoke against the proposal. The DRO approved the request with the following two additional conditions of approval:

- *Condition of Approval P3 (*Guest Bedroom Setback):
  "The proposed guest bedroom shall adhere to the prevailing development pattern in the subdivision by reducing the footprint of the proposed guest room by providing a greater front and side setback. The setbacks shall preserve the existing sight line of the adjacent property."
- *Condition of Approval P4* (Front Yard Landscape)*: "Bushes and code-compliant hedges shall be added to the front yard."*

The appellants contested the DRO's decision as being inconsistent with the Santa Clara's Single-Family & Duplex Residential Guidelines ("Guidelines") and filled a timely appeal to the Planning Commission on December 17, 2025.

On February 11, 2026, the Planning Commission conducted a duly noticed public hearing on the appeal of the DRO's approval of the Architectural Review Permit. At the meeting, the Commission heard presentations by staff, the appellant, and the property owner. The Commission discussed the appellants' concerns that the proposal's interior side and front setbacks were "not adjusted to complement adjacent development or to accommodate the special needs of the development." No member of the public spoke for or against the appeal, however, staff received three written public comments supporting the appeal (opposing the project) on the day of the meeting, see Attachment 2, February 11, 2026 PC Staff Report weblink.

Staff recommended the approval of the project as designed, as the project is in compliance with development standards in the SCCC, the proposed addition is to an existing two-story residence, and the addition is consistent with the General Plan, Zoning Code and Design Guidelines. After the closure of the public comment, the Commission made a motion to affirm the decision of the DRO to approve the Architectural Review Permit on a 4-3 vote and opened the seven-day appeal period. The Planning Commission asked both parties to work with each other to find a compromise.

Since the February 11, 2026 Planning Commission meeting, staff has had further communication with the applicant and the appellant and worked on addressing some concerns brought up by the Planning Commission. The property owner has agreed to plant bushes instead of constructing a new three-foot fence on her property to reduce any potential obstruction of the neighbor's sight line, while the appellant has worked on specifying their appeal request. Staff continues to recommend approval without any further modifications to the conditions of approval.

On February 19, 2025, the appellants, Sorin Spanoche and Andrea Cosmin, filled a timely appeal of the Commission's February 11, 2026, decision to the Santa Clara City Council ("Council") in accordance with SCCC 18.144.020.B. The appellants allege that the Conditions of Approval P3 & P4 are too vague and subjective and are inconsistent with the Single-Family Design Guidelines.

DISCUSSION

The proposed project is in a residential tract that consists of single-story and two-story residences built in the ranch style architectural style popular in the 1960s as shown in the Vicinity Map on Attachment 1.

The proposed addition is to an existing two-story single-family home that was constructed in 1955. The current zoning is R1-6L which allows for low density development such as single-family residences. The addition is minor in nature, as it is less than 50% of the floor area and protects the neighboring sight lines to the street. In the front yard, a new guest bedroom and new entry are proposed and in the rear yard, a new office is proposed. On the second floor, a new master bedroom suite is proposed. However the proposed addition meets the Zoning Code, all development standards and does not obstruct any sight lines. Overall, the building height and bulk are appropriate to the neighborhood. The roof materials, building materials and finishes are consistent with the neighborhood. The architectural features are appropriate to the neighborhood.

However, as stated previously, as part of condition P3 the DRO required the homeowner to further reduce the footprint of the proposed guest room by providing a greater front and side setback. The applicant has agreed to do this and has increased the setback by one foot. The applicant has also agreed to condition P4 by adding bushes and code-compliant hedges to the front yard.

Prior Action

At the February 11, 2025 Planning Commission public hearing and the December 10, 2025 DRH public hearing, staff supported the owner's permit application after making the required Architectural Review findings under SCCC 18.120.020.F. The findings are listed below with the facts that support the finding under each finding in italics.

1. "That any off-street parking areas, screening strips, and other facilities and improvements necessary to secure the purpose and intent of [the] Zoning Code and the General Plan are a part of the proposed development, in that:"
    - *The proposal is consistent with SCCC 18.38.060.D as the garage still maintains the code compliant two parking spaces of at least 8.5 feet wide by 18 feet deep.*
    - *The proposed parking spaces are not located in the required front yard or side yard landscape areas as they are in the existing garage.*
    - *The vehicle parking is in an all-weather material surfaced area.*

2. "That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard, in that:"
    - *The proposed construction would not create any traffic congestion or hazards.*
    - *The public streets are adequate in size to accommodate a single-family residence of this size.*
    - *The proposed design matches nearby residence in scale and would not impair the desirability of the neighborhood.*
3. "That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by [the] Zoning Code and the General Plan, in that:"
    - *Building height and bulk is appropriate relative to the neighborhood and the project meets all development standards in the Zoning Code.*
    - *Roof materials, building materials, and finishes work in conjunction with one another and consistent with the architectural style of the building.*
    - *Architectural features of the proposed design are true to the architectural form and appropriate for the neighborhood.*
    - *A tree will remain in the front yard to provide shade, soften the building, improve the streetscape, and comply with the City's Climate Action Plan.*
4. "That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that:"
    - *The project is subject to the California Building Code and City Code requirements, which serve to regulate new construction to protect public health, safety, and general welfare.*
5. "That the proposed development, as specified in the plans and drawings, are consistent with the set of more detailed policies and criteria for Architectural Review as approved and updated from time to time by the Council, which set shall be maintained in the Department. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of [the] Zoning Code, in that:"
    - *With adherence to condition P3 of the Conditions of Approval, the proposed construction is consistent with the City's Single-Family & Duplex Residential Design Guidelines (2014):*
        - *As conditioned, the project would create a house design that is compatible in scale and character with the housing types that are typical in the neighborhood as the proposed design will have similar massing to the adjacent properties.*
    - *The proposed construction complies with the R1-6L Zoning District's development standards.*
    - *The proposed construction complies with the intent of the Santa Clara General Plan and all its policies.*
    -

<u>December 2025 DRH Meeting</u>

At the publicly noticed meeting of December 10, 2025, the DRO heard public comments from five members of the public who live in the project vicinity. The commenters expressed concerns regarding the massing of the proposed project (first and second floor additions). To address public concerns,

the DRO added additional conditions of approval, P3 and P4, requiring the project to provide increased front and side setbacks to adhere to the prevailing development pattern of the subdivision. The owner accepted the additional conditions of approval and agreed to modify the plans.

2025 Appeal of DRO's Decision

On December 17, 2025, the appellants filed a timely appeal of the December 10, 2025 decision. On February 11, 2026, the appeal was heard by the Commission within the 60-days of filing in accordance with SCCC 18.144.030. In their appeal application, the appellants alleged that finding five of SCCC 18.120.020.F could not be made and requested that the Commission overturn the DRO's decision on the basis that the proposal is not compatible with the prevailing development pattern found in the neighborhood.

February 2026 Planning Commission Meeting

On February 11, 2026, the Commission reviewed the request. The Commission discussed whether the updated development plans' renderings are accurate and noted that they did not show the neighboring properties. They also had concerns with the appellant's reasoning as their sight lines were already obstructed with the existing kitchen on the site. Staff stated that the Commission has the authority to add or modify conditions of approval as single-family residential projects are discretionary. The Commission voted 4-3 to affirm the DRO's decision and encouraged both sides to reach a compromise regarding the proposed fencing and air conditioner placement.

The weblinks to the DRH staff reports from November 19, 2025 and December 10, 2025, and the Commission report from February 11, 2026 are available as Attachment 2.

February 2026 Appeal of Commission's Decision

Following the February 11, 2026 Planning Commission meeting, the appellants filed a timely appeal on February 18, 2026, of the Commission's decision to affirm the DRO's approval of the Architectural Review permit. Council will now hear this appeal within 60 days of filing in accordance with SCCC 18.144.030. In their application, the appellants request that the Council modify Conditions of Approval P3 & P4 to be objective by including an enforceable numerical setback distance. Their statements are found in Attachment 7.

Pursuant to SCCC 18.144.030.E, the City Council hears Planning Commission appeals *de novo.* During the appeal hearing, the issues that may be raised and considered by the City Council are not limited to those raised by the appellant, and may include any aspect of the proposed project, whether or not originally considered as part of the decision being appealed. The City Council may affirm, affirm in part, vacate, modify or reverse the decision that is the subject of the appeal, based upon the required findings for architectural approvals. The City Council may adopt additional conditions of approval, which may address issues or concerns other than the subject of the appeal. If there is new or different evidence presented in the appeal, the City Council may refer the matter back to the DRO or Commission for further consideration.

The City Council serves as the final review authority for all decisions on Architectural Review of single-family residences under SCCC 18.144.020.B and therefore both parties have exhausted all administrative remedies. The City Council's decision is final. In this matter, staff continues to recommend approval of the Architectural Review as conditioned as it is consistent with the General Plan and the SCCC; therefore staff recommends the City Council affirm the Planning Commission's

decision, approve the project and deny the appeal.

Considerations

Consistency with General Plan

In order to be approved, the project must be found to be consistent with the City's General Plan. Consistency with the General Plan is demonstrated as follows:

- 5.5.2-P1 - Require that new development incorporate building articulation and architectural features including front doors, windows, stoops, or bay windows along street frontages to integrate new development into existing neighborhoods.
    - The request is breaking the mass of the proposed second story addition by nine feet to add articulation and improve the symmetry of the building.
- 5.5.2-P2 - Implement design review guidelines for setback, heights, materials, massing, articulation and other standards to support Transition Policies and promote neighborhood compatibility.
    - The request conforms with the City of Santa Clara Single-Family & Duplex Residential Design Guidelines Chapter 2b - Sensitive Design Solutions as the second story addition does not exceed approximately 66% of the first-floor area and the side walls of the second story addition are set back at least 3 feet from the side walls of the first floor. The City of Santa Clara Single-Family & Duplex Residential Design Guidelines is the implementation of General Plan Policy 5.5.2.
- 5.5.2-P3 - Implement site design solutions, such as landscaping and increased building setbacks, to provide a buffer between non residential and residential uses.
    - The request conforms with the City of Santa Clara Single-Family & Duplex Residential Design Guidelines Chapter 4a - Site Planning as the first story addition on the front is setback more than required, preserving the prevailing development pattern in the neighborhood.

Consistency with Zoning Code

The request conforms with all the development standards under the Zoning Code. See Project Data and Compliance Table in Attachment 4

Community Meeting

This request is a Small Development Proposal under the Santa Clara Public Outreach Policy for Planning Applications therefore a community meeting was not required to be held.

Recommended City Council Actions

The project is presented to the City Council for consideration and action. To approve the project, CEQA and Architectural approval are required because the project is consistent with the General Plan, Zoning Code and Design Guidelines, staff recommends that the City Council:

1. Determine the project to be exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15301 (Class 1 - Existing Facilities)
2. A Adopt the resolution overruling the appeal and approving the Architectural Review Permit to allow the construction of a 621 square foot first floor addition and a 397 square foot second floor addition to an existing two-story 2,081 square foot single-family residence with a 500 square foot attached garage. The Architectural Review Permit is a quasi-judicial decision with a list of required findings under SCCC 18.120.020.F. The required findings with the supporting facts were discussed in the Discussion section of this report.

ENVIRONMENTAL REVIEW

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 - Existing Facilities), in that the project consists of the addition to an existing structure that will not result in an increase of more than 50% of the floor area before the addition, or 2500 square feet.

FISCAL IMPACT

There is no fiscal impact to the City for processing the requested application other than administrative time and expense typically covered by processing fees paid by the applicant.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

On March 26, 2026, the notice of public hearing for this item was mailed to 67 property owners and tenants within 300 feet of the project site. At the time of this staff report, no written comments have been received by the Planning Division in support or opposition to the project. Previously, written comments were submitted for the December 10, 2025 DRH and February 11, 2026 Planning Commission meeting.

RECOMMENDATION

1. Determine the project to be exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15301 (Class 1 - Existing Facilities); and
2. Adopt a resolution to overrule the appeal and affirm the decision of the Planning Commission to approve the Architectural Review for the construction of a 621 square foot first floor addition and a 397 square foot second floor addition to an existing two-story 2,081 square foot single-family residence with a 500 square foot attached garage on a 7,351 square foot lot at 2892 Mesquite Drive, subject to findings and conditions of approval.

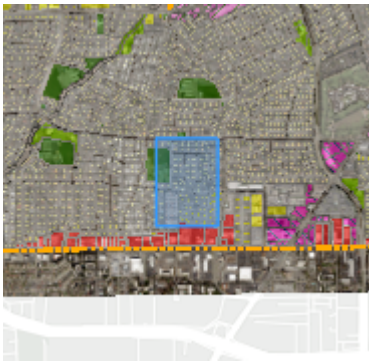
Prepared by Alex Tellez, Assistant Planner, Community Development Department:
Reviewed by: Afshan Hamid, Director of Community Development:
Reviewed by Glen Googins, City Attorney:
Approved by: Jovan Grogan, City Manager

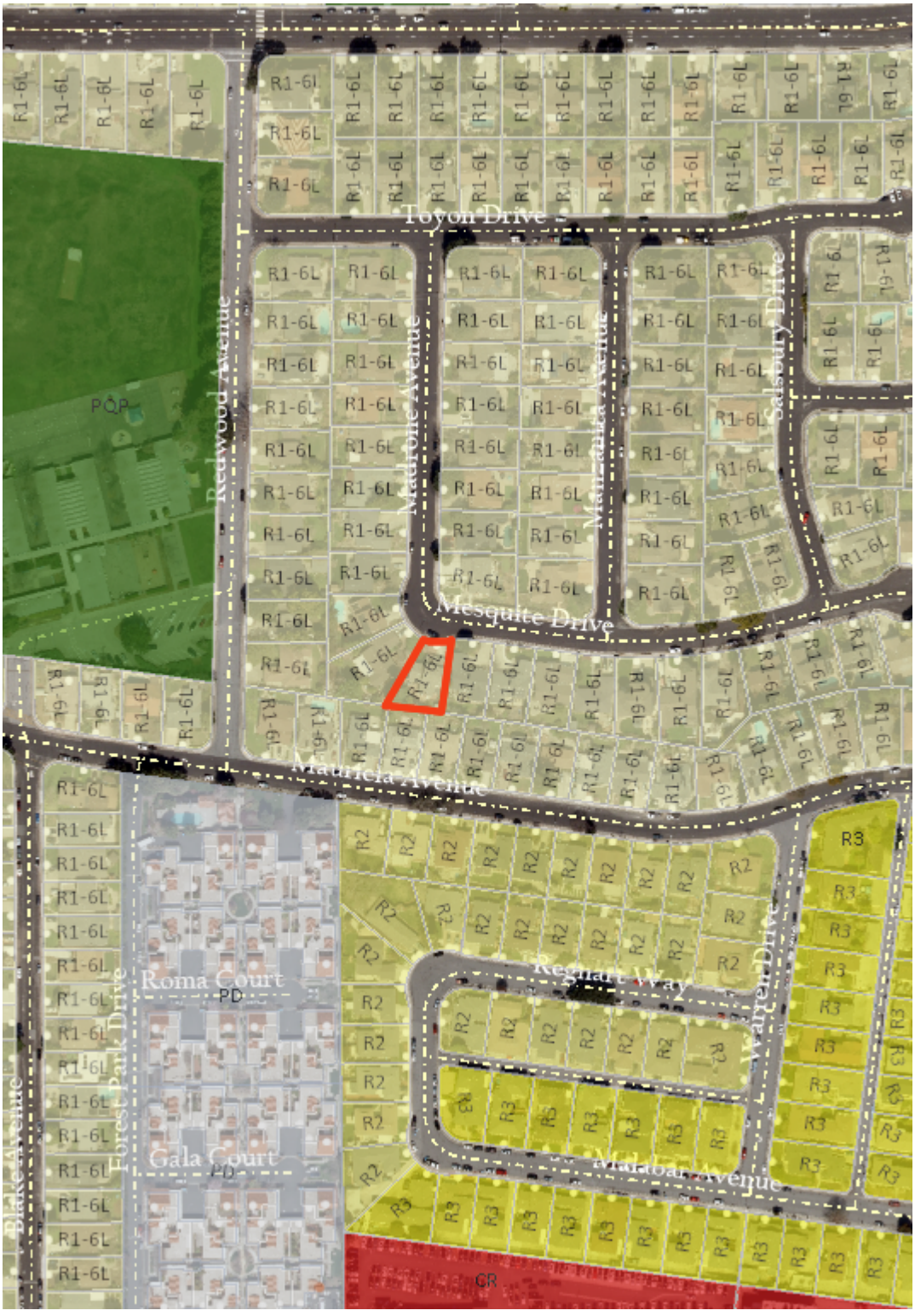
ATTACHMENTS

1. Vicinity Map
2. Staff Report Web Links
3. Project Data Compliance Table
4. Conditions of Approval

5. Reso. to Approve Architectural Review
6. Development Plans
7. Appellant’s Statement

Vicinity Map (Zoning) - 2892 Mesquite





Zoning

Land Parcels

CR - Commercial Regional

Base Layers

Site Addresses

Place

Single

Utility

Streets

Land Parcels

Land Parcels

Common Areas

Imagery2024

Red: Band_1

Green: Band_2

Blue: Band_3

Notes:

PLN25-00295

10/29/2025 3:28:33 PM

0 200 400 ft

NAD_1983_2011_StatePanel_California_III_FIPS_0403_Ft_US

©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

Web Links – Staff Reports

December 10, 2025's DRH Staff Report:
https://santaclara.legistar.com/LegislationDetail.aspx?ID=7770601&GUID=07846D82-8277-421A-AC9A-CC11CA6E1547&Options=&Search=

February 11, 2026's PC Staff Report
https://santaclara.legistar.com/LegislationDetail.aspx?ID=7870327&GUID=3C806DB9-8746-420C-BE4E-F3730CB2B2F8&Options=&Search=&FullText=1

Attachment 2: Project Data/Compliance

Project Address: 2892 Mesquite Drive **Project Number: PLN25-00295**
Zoning: R1-6L

Standard	Existing	Proposed	Requirement	Complies? (Y/N)
Lot Area (SF) (min):	7,351	7,351	6,000	Y
Lot Area per Dwelling Unit (SF):	7,351	7,351	--	--
Building Square Footage (SF)				
1st Floor:	1,363	1,984	--	--
2nd Floor:	718	1,116	--	--
Garage:	500	500	600 SF max	
Porch/Patio:	76	64	--	
Total:	2,657	3,663	--	--
Floor Area Ratio:	0.36	0.49	--	--
% of 2nd floor to 1st floor:	0.52	0.56	66% max	Y
Building Coverage (%)				
Building Coverage (All):	0.26	0.34	40% max	Y
Rear Yard Accessory Building Coverage:	--	--	40% max	--
Main Building Setbacks (FT)				
Front (1st floor): **(2nd floor):**	17' 34'	20' 37'	20' 25'	Y Y
Left Side (1st floor): **(2nd floor):**	5'-0 9'-3	5' 9'-3	5' 10'	Y Y
Right Side (1st floor): **(2nd floor):**	6' – 11" 32' – 11"	7' 10'	5' 10'	Y Y
Side, Corner:	--	--	--	--
Rear (1st floor): **(2nd floor):**	22' – 9" 39' – 9"	22' – 9" 39' – 9"	20' 20'	Y Y
Height (FT)				
Main building:	22' – 9"	25' – 3"	25'	N (Conditioning Height to 25')
Accessory building:	--	--	--	--
# of Bedrooms/Bathrooms:	4/2	5/5	--	--
Parking:				
Is the site Gov. Code 65863.2 (AB 2097) eligible?				N
Off-street	2	2	2	Y
Common Living Area (SFR)	35%	47%	Min 25%	Y
Open Landscaped Area (Front):	2,900	3,100	--	--

Conditions of Architectural Review Approval

PLN26-00094/ 2892 Mesquite Drive

Architectural Review for the construction of a 621 square foot first floor addition and a 397 square foot second floor addition to an existing two-story 2,081 square foot single-family residence with a 500 square foot attached garage on a 7,351 square foot lot.

GENERAL

G1. **Permit Expiration.** This Permit shall automatically be revoked and terminated if not used within **two years** of original grant or within the period of any authorized extensions thereof. The date of granting of this Permit is the date this Permit is approved by the Development Review Officer and all appeal periods have been exhausted. The expiration date is January 18, 2028

G2. **Conformance with Plans.** Prior to the issuance of Building Permit, the development of the site and all associate improvements shall substantially conform to the approved plans on file with the Community Development Department, Planning Division. No change to the plans will be made without prior review by the Planning Division through approval of a Minor Amendment or through an Architectural Review, at the discretion of the Director of Community Development or designee. Each change shall be identified and justified in writing.

G3. **Conditions on Plans.** All conditions of approval for this Permit shall be reprinted and included within the first three sheets of the building permit plan sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.

G4. **Code Compliance.** Comply with all requirements of Building and associated codes (the California Building Code. California Electric Code, California Mechanical Code, California Plumbing Code, California Green Building Code, the California Energy Code, etc.) current at the time of application for Building Permit, that includes grading and site utility permits.

DESIGN / PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE

P1. **Tree Protection (On-site).** Trees on-site shall be protected from construction activity through ISA tree care best practices.
P2. **Roof Height.** The roof shall be 25 feet as required by the R1-6L zoning code.
P3. **Guest Bedroom Setback:** The proposed guest bedroom shall adhere to the prevailing development pattern in the subdivision by reducing the footprint of the proposed guest room by providing a greater front and side setback. The setbacks shall preserve the existing sight line of the adjacent property.
P4. **Front Yard Landscape:** Bushes and code-compliant hedges shall be added to the front yard.

DURING CONSTRUCTION

P5. **Construction Hours.** 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. **Construction Trash/Debris.** During construction activities, the owner or designee is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

P7. **Landscape Water Conservation.** The owner or designee shall ensure that landscaping installation meets City water conservation criteria in a manner acceptable to the Director of Community Development.

E1. **Stormwater Control Measures.** The owner or designee shall incorporate Best Management Practices (BMPs) into construction plans in accordance with the City's Urban Runoff Pollution Prevention Program for construction-related water runoff measures prior to issuance of permits.

OPERATIONAL CONDITIONS

P8. **Use of Garage**. The owner or designee shall ensure that the garage always be maintained free and clear for vehicle parking use. It shall not be used only for storage.

P9. **Landscaping Installation & Maintenance.** The owner or designee shall ensure that the landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Director of Community Development.

P10. **Landscaping.** The owner or designee shall maintain the front yard landscaping between the house and sidewalk. New landscape areas of 500 square feet or more or rehabilitated landscape areas of 2,500 square feet or more shall conform to the California Department of Water Resources Water Efficient Landscape Ordinance.

E2. **Stormwater Control Measures.** The owner or designee shall incorporate Best Management Practices (BMPs) into construction plans in accordance with the City's Urban Runoff Pollution Prevention Program for post-construction water runoff measures prior to issuance of a building permit.

KEY:

G = General

P = Planning Division

E = Public Works Engineering (Stormwater)

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL

Permittee/Property Owner

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: _____

Printed Name: _____

Relationship to Property: _____

Date: _____

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA OVERRULING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION APPROVAL OF THE ARCHITECTURAL REVIEW PERMIT FOR 2892 MESQUITE DRIVE.

PLN26-00094 (Architectural Review Permit)

WHEREAS, on July 23, 2025, Ling Zhou ("Owner") filed an Architectural Review Permit application ("Project") for construction of a 621 square foot first floor addition and a 397 square foot second floor addition to an existing two-story 2,081 square foot single-family residence with a 500 square foot attached garage at 2892 Mesquite Drive ("Project Site");

WHEREAS, the Project Site is currently zoned Single-Family Residential ("R1-6L") and has a General Plan land use designation of Very Low Density Residential;

WHEREAS, the Project proposes an expansion of an existing second story in a single-family residence ("Scope of Work");

WHEREAS, Santa Clara City Code ("SCCC") 18.120.020 requires that this Scope of Work be approved through a Development Review Hearing;

WHEREAS, on December 10, 2025, a duly noticed Development Review Hearing was held to consider the Project, and at the conclusion of the hearing, the Development Review Officer approved the Architectural Review Permit;

WHEREAS, pursuant to SCCC Section 18.120.020.K., the decision in the Development Review Hearing is appealable to the Planning Commission in compliance with SCCC Section 18.144.020.B.;

WHEREAS, on December 17, 2025, Sorin Spanoche & Andrea Cosmin ("Applicant") filed a timely appeal of the Development Review Hearing decision to the Planning Commission;

WHEREAS, on February 11, 2026, the Planning Commission held a duly noticed public hearing to consider the Appeal, and at the conclusion of the hearing, the Planning Commission overruled the appeal by a vote of 4-3 and upheld the Development Review Officer's approval of the Architectural Review Permit;

WHEREAS, pursuant to SCCC Section 18.120.020.K., the Planning Commission is appealable to the City Council in compliance with SCCC Section 18.144.020B;

WHEREAS, on February 17, 2026, Sorin Spanoche & Andrea Cosmin ("Appellants") filed a timely appeal of the Planning Commission decision to the City Council;

WHEREAS, pursuant to SCCC Section 18.144, on March 26, 2026, notices of the public meeting for the City Council Hearing of April 7, 2026, were mailed to property owners within a 300 feet radius;

WHEREAS, pursuant to SCCC Section 18.146.020, on April 2, 2026, notices of the public hearing of April 7, 2026, were posted at City Hall, the Central Park Library, the Mission Branch Library, the Northside Branch Library, and on the City's website; and

WHEREAS, on April 7, 2026, the City Council held a duly noticed public hearing to consider the Appeal during which the Council invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the Project.

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

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. That the City Council hereby overrules the Appeal and upholds the Approval of the Architectural Review Permit for construction of a 621 square foot first floor addition and a 397 square foot second floor addition to an existing two-story 2,081 square foot single-family residence with a 500 square foot attached garage located at the Project Site, subject to Conditions of Approval, attached hereto by this reference.
3. That based upon substantial evidence in the record of the hearing, including the facts stated in this resolution, the City Council hereby finds that:
    a. That any off-street parking areas, screening strips, and other facilities and improvements necessary to secure the purpose and intent of the Zoning Code and the General Plan are a part of the proposed development, in that:

i. The proposal is consistent with SCCC 18.38.060.D as the garage still maintains the code compliant two parking spaces of at least 8.5 feet wide by 18 feet deep.

ii. The proposed parking spaces are not located in the required front yard or side yard landscape areas as they are in the existing garage.

iii. The vehicle parking is in an all-weather material surfaced area.

b. That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard, in that:

i. The proposed construction would not create any traffic congestion or hazards.

ii. The public streets are adequate in size to accommodate a single-family residence of this size.

iii. The proposed design matches nearby residence in scale and would not impair the desirability of the neighborhood.

c. That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by the Zoning Code and the General Plan, in that:

i. Building height and bulk is appropriate relative to the neighborhood.

ii. Roof materials, building materials, and finishes work in conjunction with one another and consistent with the architectural style of the building.

iii. Architectural features of the proposed design are true to the architectural form and appropriate for the neighborhood.

iv. A tree will remain in the front yard to provide shade, soften the building, improve the streetscape, and comply with the City's Climate Action Plan.

d. That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that

   i. The project is subject to the California Building Code and City Code requirements. Which serve to regulate new construction to protect public health, safety, and general welfare.

e. That the proposed development, as specified in the plans and drawings, are consistent with the set of more detailed policies and criteria for Architectural Review as approved and updated from time to time by the Council, which set shall be maintained in the Department. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of the Zoning Code, in that:

   i. With adherence to condition P3 of the Conditions of Approval, the proposed construction is consistent with the City's Single-Family & Duplex Residential Design Guidelines (2014):

   ii. As conditioned, the project would create a house design that is compatible in scale and character with the housing types that are typical in the neighborhood as the proposed design will have similar massing to the adjacent properties.

   iii. The proposed construction complies with the R1-6L Zoning District's development standards.

iv. The proposed construction complies with the intent of the Santa Clara General Plan and all its policies.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 20__, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Development Plans
2. Conditions of Approval

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

CONDITIONS OF APPROVAL

DEFERRED SUBMITTALS

SHEET INDEX

Label	Title
A-1	TITLE SHEET
A-2	SITE PLAN
A-3	AS BUILT PLAN
A-4	PROPOSED PLAN FLOOR 1
A-5	PROPOSED PLAN FLOOR 2
A-6	CEILING HEIGHTS
A-7	ELECTRICAL PLAN FLOOR 1
A-8	ELECTRICAL PLAN FLOOR 2
A-9	PLUMBING AND MECHANICAL PLAN
A-10	SECTIONAL VIEWS
A-11	SECTIONAL VIEWS
A-12	EXISTING EXTERIOR ELEVATIONS
A-13	EXISTING EXTERIOR ELEVATIONS
A-14	PROPOSED EXTERIOR ELEVATIONS
A-15	PROPOSED EXTERIOR ELEVATIONS
A-16	DETAILS
A-17	INTERIOR ELEVATIONS
A-18	INTERIOR ELEVATIONS
A-19	INTERIOR ELEVATIONS
A-20	AS BUILT ROOF PLAN
A-21	PROPOSED ROOF PLAN
A-22	WINDOW AND DOOR SCHEDULE
A-23	CAL-GREEN MANDATORY MEASURES PAGE 1
A-24	CAL-GREEN MANDATORY MEASURES PAGE 2
A-25	GREEN BUILDING CHEOK-LIST
A-26	TITLE-24 REPORT PAGE 1
A-27	TITLE-24 REPORT PAGE 2

BUILDING CODES

All construction shall comply with 2022 California Building Codes

- 2022 California Residential Code (CRC)
- 2022 California Building Code (CBC)
- 2022 California Mechanical Code (CMC)
- 2022 California Electrical Code (CEC)
- 2022 California Plumbing Code (CPC)
- 2022 California Fire Code (CFC)
- 2022 California Energy Code
- 2022 California Green Building

PROJECT INFORMATION

AP NUMBER:
CONSTRUCTION TYPE : VB- CLASS A ROOF
ZONING: R3/U
OCCUPANCY: SINGLE FAMILY
SPRINKLERS: NO
WILDFIRE URBAN INTERFACE(WUI): NO

EXISTING
BEDROOMS: 4
BATHROOMS: 2.5
GARAGE: 1

PROPOSED
ADDITIONAL LEVELS: 0
BEDROOMS: 5
BATHROOMS: 5.5
GARAGE: 1

DESCRIPTION OF WORK

1, ON THE FIRST FLOOR: 1) ADD ONE NEW BEDROOM AND 3 NEW BATHROOMS. ADD ONE NEW GUEST BEDROOM. 2) ADD NEW OFFICE IN THE REAR YARD. 3) RELOCATE KITCHEN. 4) REMOVE GARAGE PARTITION WALL. 2, ON THE SECOND FLOOR: 1) RECONFIGURE LAYOUT. 2) ADD NEW BATHROOM. 3, GENERAL: 1) RELOCATE WATER HEATER. 2) UPGRADE EXISTING ELECTRICAL METER FROM 100AMP TO 200AMP.

GENERAL NOTES

EXTERIOR FINISH NOTES:

1. EXTERIOR FINISH TO BE FIBER CEMENT SIDING OVER 5/8 CDX PLYWOOD/OSB. WINDOW & DOOR TRIM CEDAR. MATERIAL AND COLOR BY OWNER.
2. ROOFING TO BE 50 YEAR ASPHALT OVER 30# FELT, 5/8 CDX PLYWOOD/OSB.
3. DECKING TO BE TREX OR WOOD. FINAL MATERIAL AND COLOR BY OWNER.
4. CHIMNEYS ARE DECORATIVE AND PROVIDE FOR VENTING OF GAS FIREPLACES ONLY.
5. DOWNSPOUTS TO BE COLLECTED AND ROOF RUN OFF TO BE DIRECTED AWAY FROM STRUCTURE PER THE SITE PLAN.
6. FINISH GRADE SHALL SLOPE AWAY FROM STRUCTURE MIN. 1/2" PER FOOT OF RUN FOR 4' MIN.
7. ALL WOOD TO END NO CLOSER THAN 8" TO GRADE.
8. IF PROJECT IS IN THE BOUNDARIES OF THE WILDFIRE URBAN INTERFACE, CONTRACTOR TO USE AND FOLLOW ALL STATE, CITY AND COUNTY REQUIREMENTS WHICH MAY BE DIFFERENT THAN THE PLANS..

GENERAL NOTES:

THE BUILDER SHALL VERIFY THAT SITE CONDITIONS ARE CONSISTENT WITH THESE PLANS BEFORE STARTING WORK. WORK NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED TO THE SAME QUALITY AS SIMILAR WORK THAT IS DETAILED. ALL WORK SHALL BE DONE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODES AND LOCAL CODES.

WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. THE ENGINEER/DESIGNER SHALL BE CONSULTED FOR CLARIFICATION IF SITE CONDITIONS ARE ENCOUNTERED THAT ARE DIFFERENT THAN SHOWN, IF DISCREPANCIES ARE FOUND IN THE PLANS OR NOTES, OR IF A QUESTION ARISES OVER THE INTENT OF THE PLANS OR NOTES. CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS). PLEASE SEE ADDITIONAL NOTES CALLED OUT ON OTHER SHEETS.

GENERAL NOTES AND SPECIFICATIONS

THE GENERAL CONTRACTOR SHALL FULLY COMPLY WITH THE 2022 IBC AND ALL ADDITIONAL STATE AND LOCAL CODE REQUIREMENTS.
2022 IEC AND 2022 IMC SHALL BE USED.
THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY WORK KNOWINGLY PERFORMED CONTRARY TO SUCH LAWS, ORDINANCES, OR REGULATIONS. THE CONTRACTOR SHALL ALSO PERFORM COORDINATION WITH ALL UTILITIES AND STATE SERVICE AUTHORITIES.

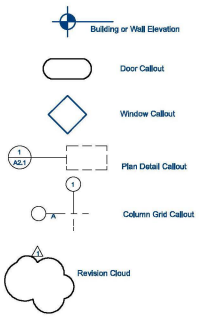
WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. THE GENERAL CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS) AND CONDITIONS ON THE JOB AND MUST NOTIFY THIS OFFICE OF ANY VARIATIONS FROM THESE DRAWINGS.

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND PROPER FUNCTION OF PLUMBING, HVAC AND ELECTRICAL SYSTEMS. THE GENERAL CONTRACTOR SHALL NOTIFY THIS OFFICE WITH ANY PLAN CHANGES REQUIRED FOR DESIGN AND FUNCTION OF PLUMBING, HVAC AND ELECTRICAL SYSTEMS.

THIS OFFICE SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, ACTS OR OMISSIONS OF THE CONTRACTOR OR SUBCONTRACTOR, OR FAILURE OF ANY OF THEM TO CARRY OUT WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS. AND DEFECT DISCOVERED IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THIS OFFICE BY WRITTEN NOTICE BEFORE PROCEEDING WITH WORK. REASONABLE TIME NOT ALLOWED THIS OFFICE TO CORRECT THE DEFECT SHALL PLACE THE BURDEN OF COST AND LIABILITY FROM SUCH DEFECT UPON THE CONTRACTOR.

THESE DRAWINGS ARE THE PROPRIETARY WORK PRODUCT AND PROPERTY OF(MJH DESIGN WORKS),DEVELOPED FOR THE EXCLUSIVE USE OF(MJH DESIGN WORKS).USE OF THESE DRAWINGS AND CONCEPTS CONTAINED THEREIN WITHOUT THE WRITTEN PERMISSION OF(MJH DESIGN WORKS) IS PROHIBITED AND MAY SUBJECT YOU TO A CLAIM FOR DAMAGES.

SYMBOLS



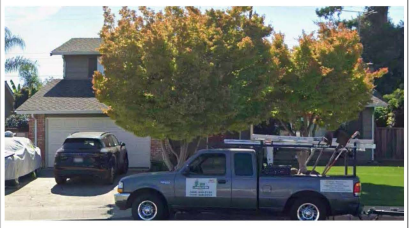
PROJECT TEAM

OWNER
Annie Zhou
2892 Mesquite Dr.
Santa Clara, California
annielingzhou@gmail.com
408-644-6416

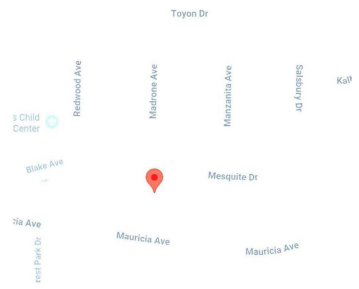
DESIGNER
MJH Design Works
P.O. Box 81
Woodacre, California 94973
m.hyde@me.com
415-350-5152

ENGINEER

STREET VIEW



VICINITY MAP



EXISTING PROJECT DATA

YEAR BUILT

LOT SQ.FT.:	7351	
HOUSE AREA:		
FLOOR 1:	1363	SQ.FT.
FLOOR 2:	718	SQ.FT.
BASEMENT:	0	SQ.FT.
GARAGE:	500	SQ.FT.
TOTAL	2581	SQ.FT.
LOT COVERAGE	25.34%	
F.A.R.	35.11%	

PROPOSED PROJECT DATA

LOT SQ.FT.:	7351	
HOUSE AREA:		
FLOOR 1:	1928.51	SQ.FT.
FLOOR 2:	1000.16	SQ.FT.
BASEMENT:	0	SQ.FT.
GARAGE:	452.62	SQ.FT.
ADDED LIVING SPACE:	(800.29)	SQ.FT.
TOTAL	3381.29	SQ.FT.
LOT COVERAGE	32.39 %	allowed-40%
F.A.R.	45.99 %	allowed-50%

MJH Design Works
P.O. Box 81
Woodacre, Ca,
94973

DESIGNER
Michael Hyde

Annie Zhou addition and remodel
2892 Mesquite Dr.
Santa Clara, CA.

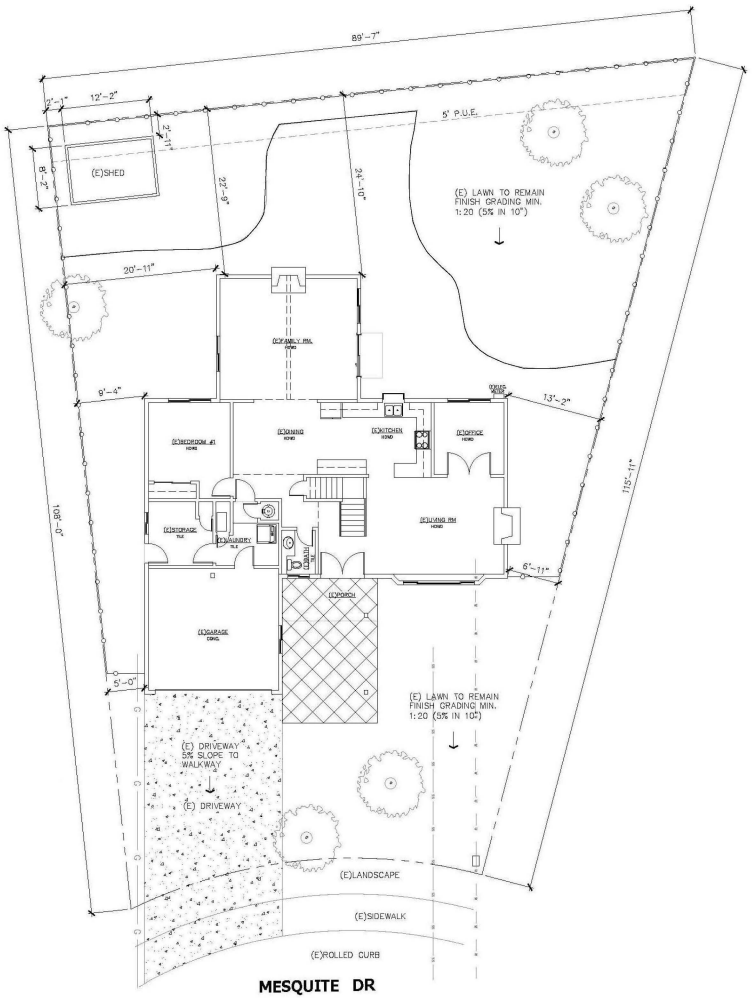
SHEET TITLE
TITLE SHEET

REVISION TABLE

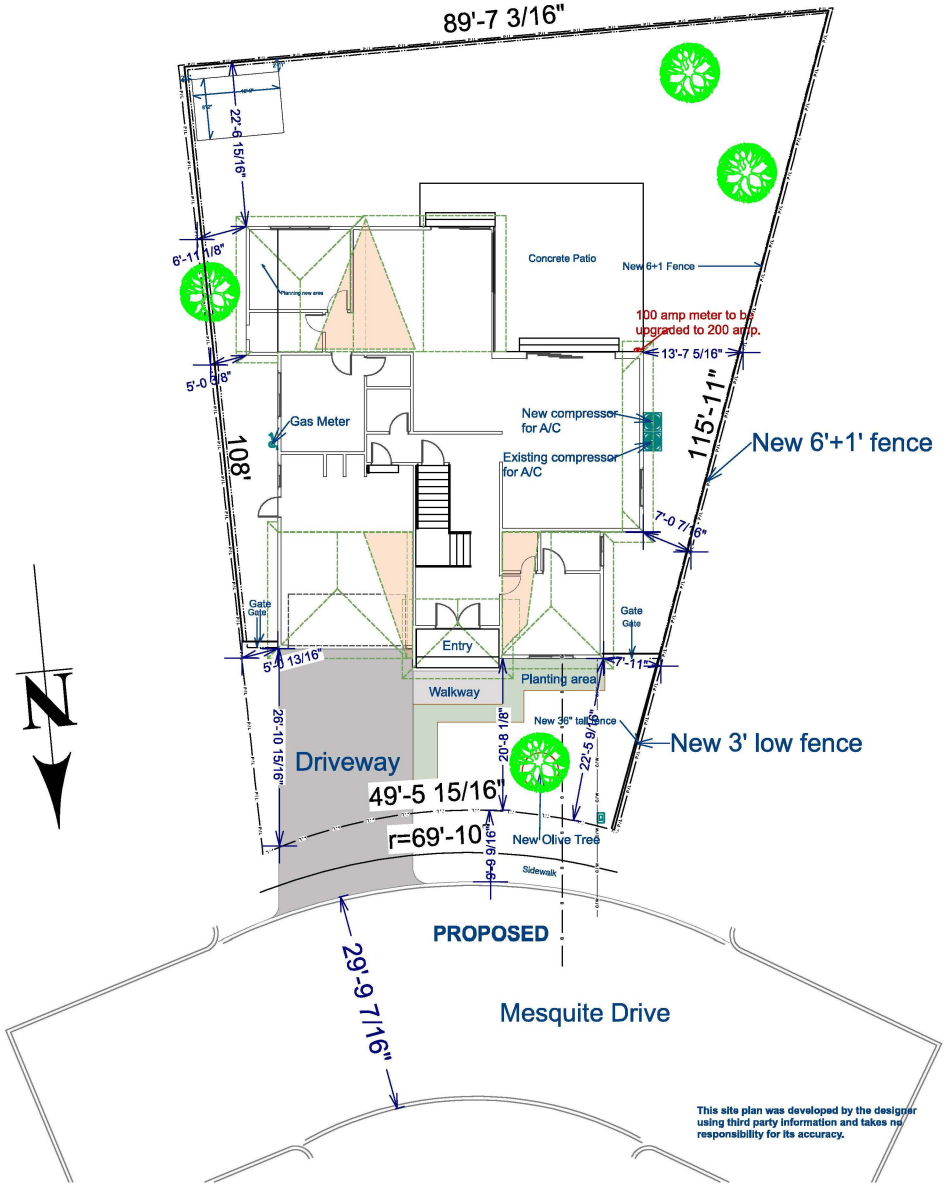
NUMBER	DATE	REVISED BY

DATE:
1/18/2026

SHEET: A-1
SCALE:



EXISTING



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DESIGNER

Michael Hyde

Annie Zhou addition and remodel

2892 Mesquite Dr.
Santa Clara, CA.

SHEET TITLE

SITE PLAN

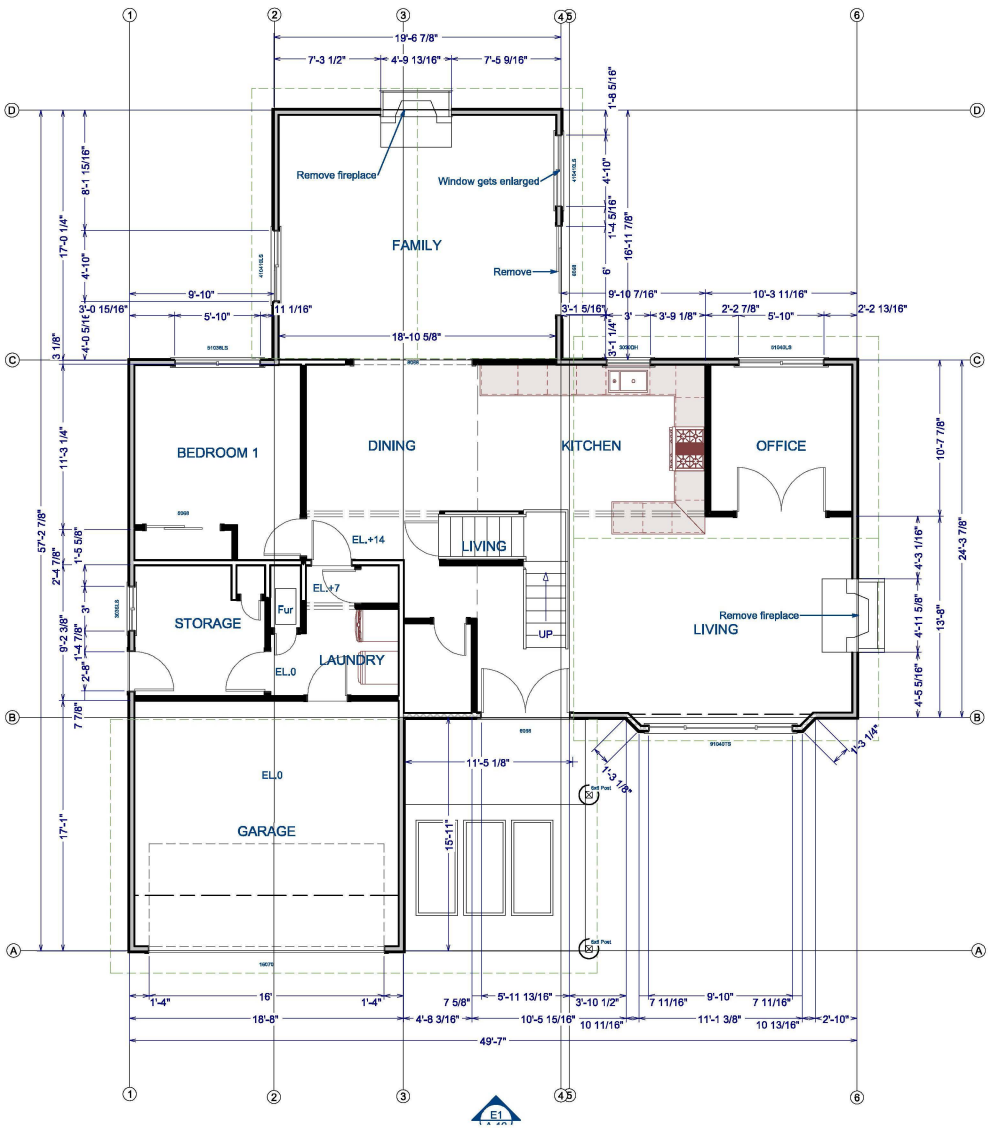
REVISION TABLE

NUMBER	DATE	REVISED BY

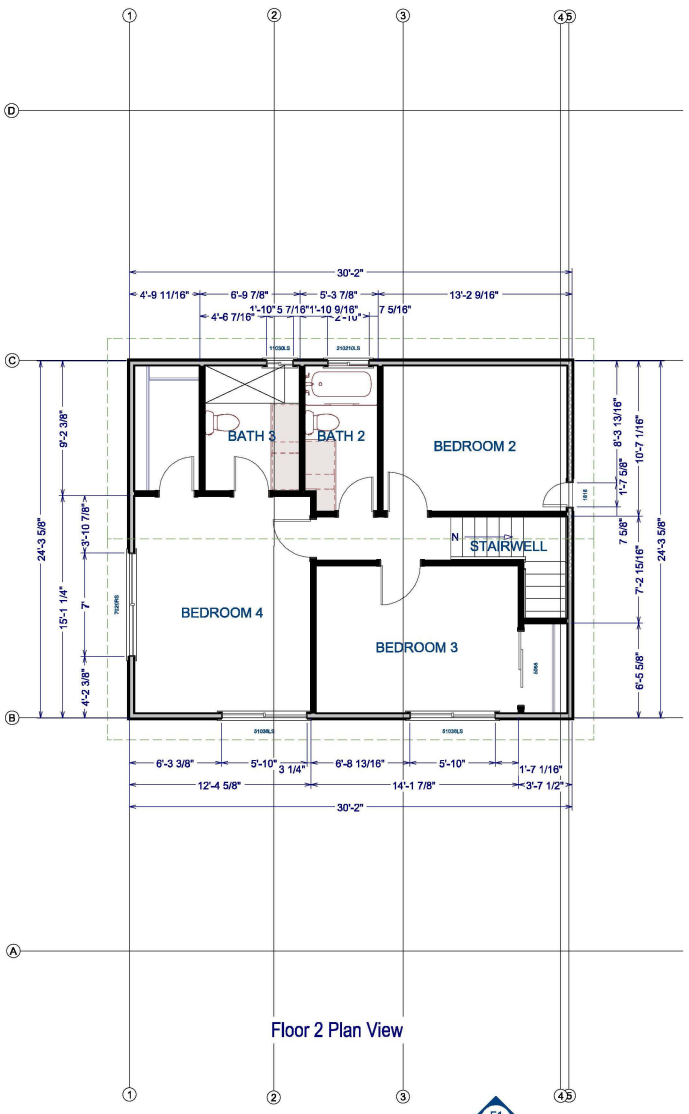
DATE:

1/18/2026

SHEET:	SCALE:
A-2	1/8"=1'



Floor 2 Plan View



Floor 2 Plan View

Wall Schedule

WALL SCHEDULE		
2D SYMBOL	WALL TYPE	WALL CONSTRUCTION, UPPER
	INTERIOR RAILING	DRYWALL - 1/2", FIR STUD 16" OC - 3 1/2", DRYWALL - 1/2"
	INTERIOR-4	DRYWALL - 5/8", FIR STUD 16" OC - 3 1/2", DRYWALL - 5/8"
	INTERIOR-4 DEMO	DRYWALL - 1/2", FIR STUD 16" OC - 3 1/2", DRYWALL - 1/2"
	ROOM DIVIDER	INSULATION, AIR GAP - 0"
	STUCCO-4	PEBBLE DASH LIGHT - CARAMEL - 7/8", HOUSEWRAP - 1/16", PLYWOOD VERTICAL - 1/2", FIR STUD 24" OC - 3 1/2", DRYWALL - 5/8"
	STUCCO-4, DEMO	PEBBLE DASH LIGHT - CARAMEL - 7/8", HOUSEWRAP - 1/16", PLYWOOD VERTICAL - 1/2", FIR STUD 24" OC - 3 1/2", DRYWALL - 5/8"

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DESIGNER

Michael Hyde

Annie Zhou addition and remodel

2892 Mesquite Dr.
Santa Clara, CA.

SHEET TITLE

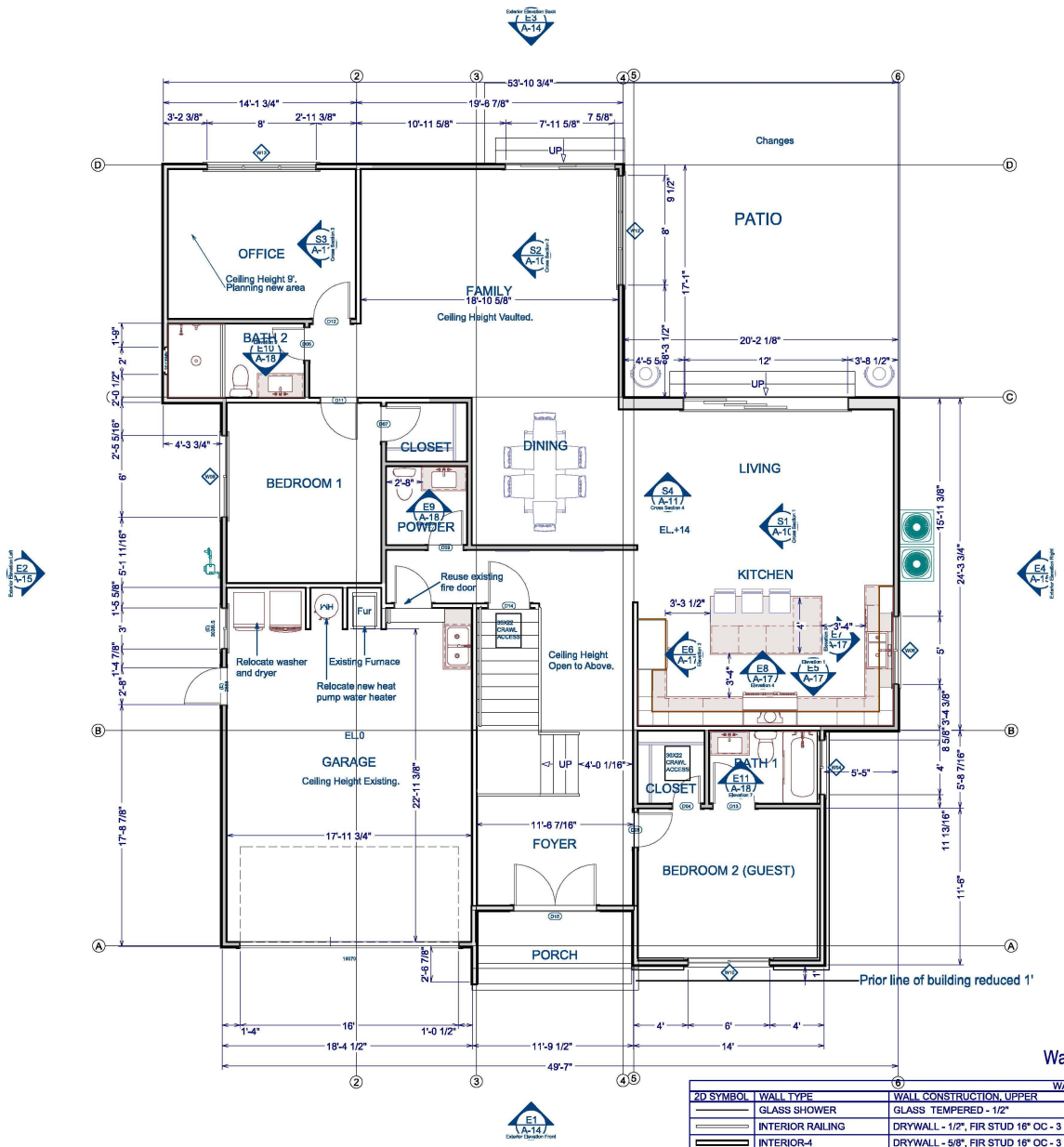
AS BUILT PLAN

REVISION TABLE		
NUMBER	DATE	REVISED BY

DATE:

1/18/2026

SHEET:	SCALE:
A-3	1/4"=1'



Proposed Floor 1 Plan View

Wall Schedule

WALL SCHEDULE		
2D SYMBOL	WALL TYPE	WALL CONSTRUCTION, UPPER
	GLASS SHOWER	GLASS TEMPERED - 1/2"
	INTERIOR RAILING	DRYWALL - 1/2", FIR STUD 16" OC - 3 1/2", DRYWALL - 1/2"
	INTERIOR-4	DRYWALL - 5/8", FIR STUD 16" OC - 3 1/2", DRYWALL - 5/8"
	INTERIOR-4 NEW	DRYWALL - 5/8", FIR STUD 16" OC - 3 1/2", DRYWALL - 5/8"
	STUCCO-4	PEBBLE DASH LIGHT - CARAMEL - 7/8", HOUSEWRAP - 1/16", PLYWOOD VERTICAL - 1/2", FIR STUD 24" OC - 3 1/2", DRYWALL - 5/8"
	STUCCO-4 NEW	PEBBLE DASH LIGHT - CARAMEL - 7/8", HOUSEWRAP - 1/16", PLYWOOD VERTICAL - 1/2", FIR STUD 24" OC - 3 1/2", DRYWALL - 5/8"
	STUCCO-4 NEW, 2X10	PEBBLE DASH LIGHT - CARAMEL - 7/8", HOUSEWRAP - 1/16", PLYWOOD VERTICAL - 1/2", FIR STUD 24" OC - 9 1/2", DRYWALL - 5/8"

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SHEET TITLE

PROPOSED PLAN
FLOOR 1

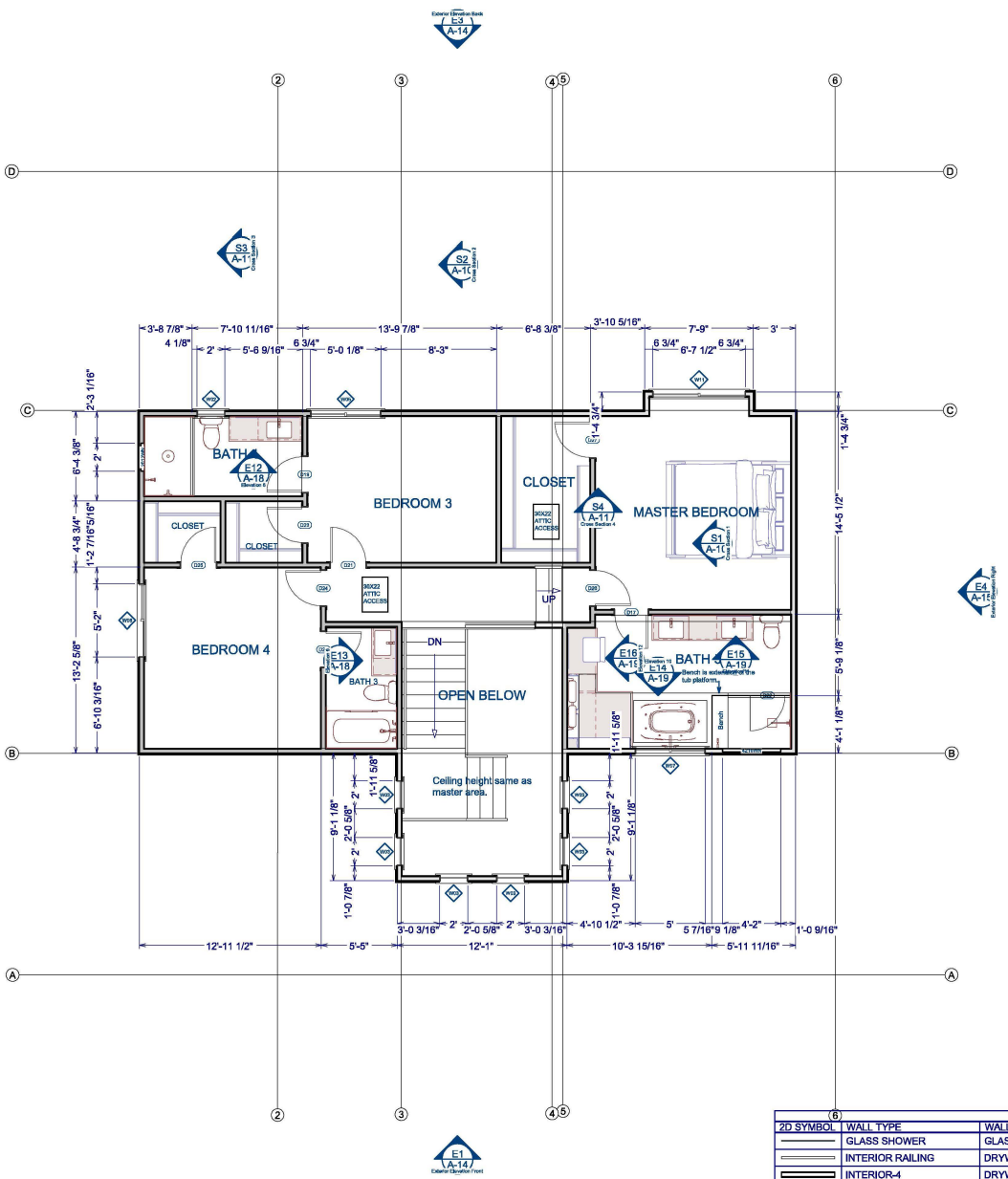
REVISION TABLE

NUMBER	DATE	REVISED BY

DATE:

1/18/2026

SHEET:	SCALE:
A-4	1/4"=1'



Proposed Floor 2 Plan View

Wall Schedule

WALL SCHEDULE		
2D SYMBOL	WALL TYPE	WALL CONSTRUCTION, UPPER
	GLASS SHOWER	GLASS TEMPERED - 1/2"
	INTERIOR RAILING	DRYWALL - 1/2", FIR STUD 16" OC - 3 1/2", DRYWALL - 1/2"
	INTERIOR-4	DRYWALL - 5/8", FIR STUD 16" OC - 3 1/2", DRYWALL - 5/8"
	INTERIOR-4 NEW	DRYWALL - 5/8", FIR STUD 16" OC - 3 1/2", DRYWALL - 5/8"
	STUCCO-4	PEBBLE DASH LIGHT - CARAMEL - 7/8", HOUSEWRAP - 1/16", PLYWOOD VERTICAL - 1/2", FIR STUD 24" OC - 3 1/2", DRYWALL - 5/8"
	STUCCO-4 NEW	PEBBLE DASH LIGHT - CARAMEL - 7/8", HOUSEWRAP - 1/16", PLYWOOD VERTICAL - 1/2", FIR STUD 24" OC - 3 1/2", DRYWALL - 5/8"
	STUCCO-4 NEW, 2X10	PEBBLE DASH LIGHT - CARAMEL - 7/8", HOUSEWRAP - 1/16", PLYWOOD VERTICAL - 1/2", FIR STUD 24" OC - 9 1/2", DRYWALL - 5/8"

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SHEET TITLE
PROPOSED PLAN
FLOOR 2

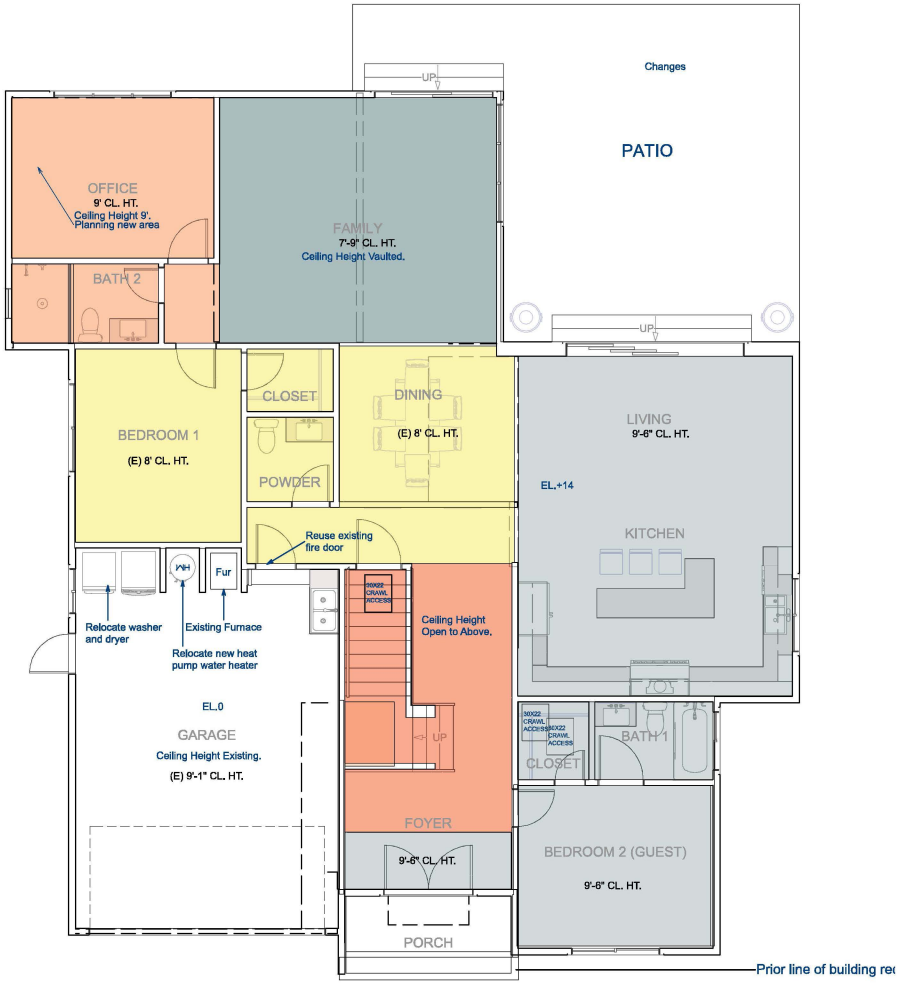
REVISION TABLE

NUMBER	DATE	REVISED BY

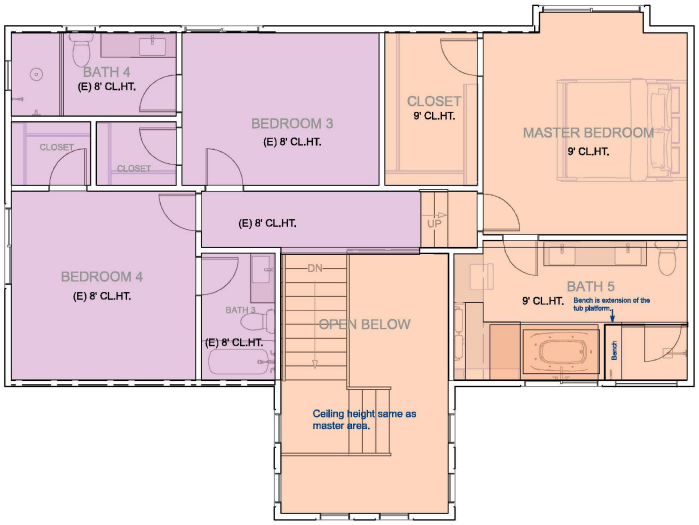
DATE:
1/18/2026

SHEET: A-5

SCALE:



Floor 1 Ceiling Heights



Floor 2 Ceiling Heights

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SHEET TITLE

CEILING HEIGHTS

REVISION TABLE

NUMBER	DATE	REVISED BY

DATE:

1/18/2026

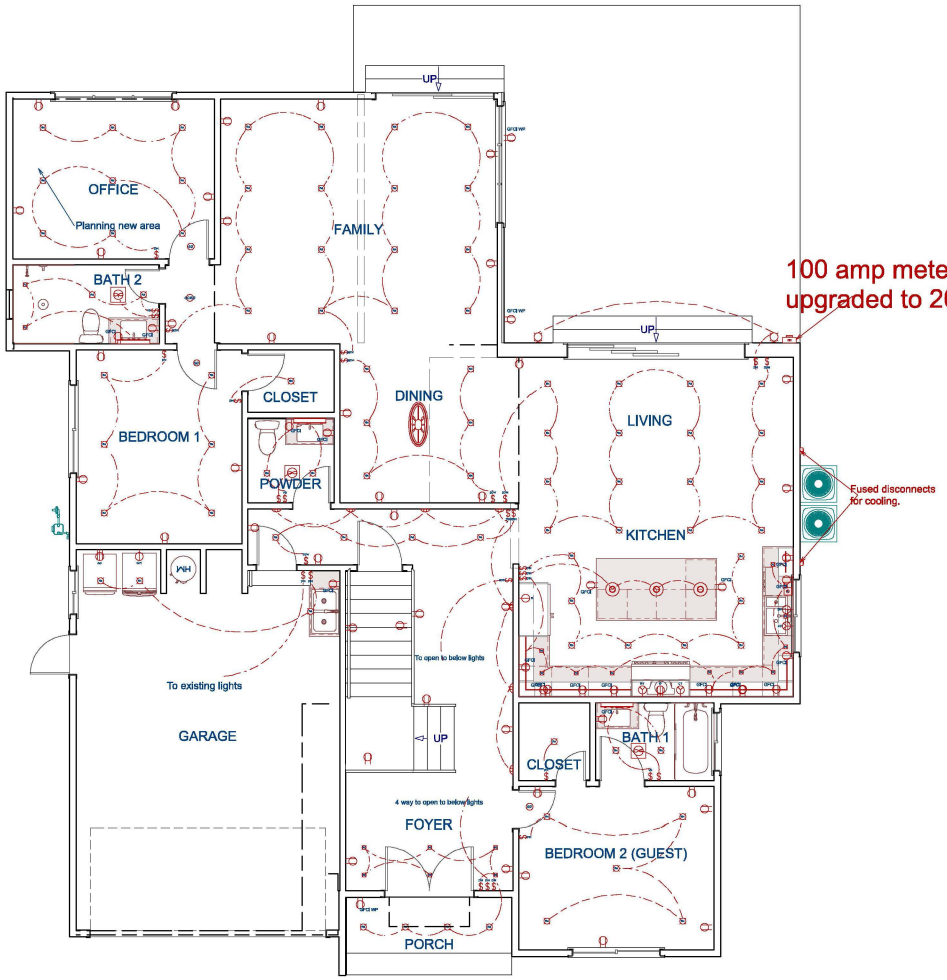
SHEET: A-6

SCALE:

ELECTRICAL NOTES

Homeowner shall do a walk-through with relevant installers to verify the exact location for the outlets, lights, switches, cable, data, phone, audio etc.

1. Electrical receptacles in bathrooms, kitchens, laundry and garages shall be G.F.C.I per national electrical code requirements.
2. All areas specified in CEC 210.52, all 125 volt, 15 and 20 amp receptacles shall be listed as tamper-resistant.
3. All 120v, single phase, 15 and 20 amp branch circuits supplying outlets and devices installed in dwelling unit kitchens, family rooms, dining rooms, living rooms, parlors, dens, libraries, bedrooms, sunrooms, recreation rooms, closets, hallways, laundry areas or similar rooms shall be protected by a listed arc-fault circuit type A.F.C.I. and located at the first receptacle outlet of the existing branch circuit. CEC 210.12(b).
4. Provide one smoke detector in each bedroom and one smoke/carbon dioxide in each corridor accessing bedrooms. Connect smoke detectors to the house power and inter-connect smoke detectors so that when any one trips they all will sound. Provide battery backup for all.
   Detectors to comply with UL 217 and be installed in accordance with NFPA 72 and the manufacturer's instructions. Combined smoke and carbon monoxide alarms shall be listed in accordance with UL 217 and UL 2034.(CRC R314.1)
5. Provide at least two separate 20-amp circuits for small appliances in kitchen, pantry, dining room, and similar areas with no other outlets on the circuits. CEC 210.11(c)(1), 210.52(b).
6. Provide at least one 20-amp circuit for bathroom outlets, with no other outlets on the circuits. 210.11(c)(3).
7. Clothes closet light fixtures shall conform to 410.16. incandescent fixtures with open or partially enclosed lamps and pendant fixtures or lamp holders are not allowed in closets.
8. Light fixtures within the outside dimension of the bathtub rim or shower curb, or in other wet locations shall be labeled "suitable for wet locations". 410.10(a)and(d).
9. Fixtures and devices to be selected by home owner.
10. All new lighting fixtures to be LED high efficiency. All new receptacles other than G.F.C.I protected receptacles shall be A.F.C.I protected in accordance with article 210.12 of the 2022 California Electrical Code.
11. All Exterior Lights to be high-efficiency and include a manual on/off switch as well as one of the following:
    Photo control and motion sensor, photo control and automatic time switch control, energy management control system, per CENC 150.0(k)(3).
12. All Lighting fixtures to be controlled by either a dimmer switch or vacancy sensor switch that requires a manual on activation and automatically turns off within 30 minutes after the room is vacant.
13. All fixtures shall contain bulbs that are labeled JA8-2022 (JAB-2016-E for sealed lens or recessed fixture). Screw base bulbs are permitted, except in recessed lighting fixtures.
14. Recessed lights shall be listed as IC and AT, be sealed/caulked between the fixture housing and the ceiling, shall not contain a screw base socket, and contain bulbs marked JA-2022-E efficiency label.
15. All outdoor lighting shall be controlled by a manual on and off switch and controlled by photocell and motion sensor.



Electrical Plan View

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Santa Clara, CA.

SHEET TITLE

ELECTRICAL
PLAN FLOOR 1

REVISION TABLE		
NUMBER	DATE	REVISED BY

DATE:

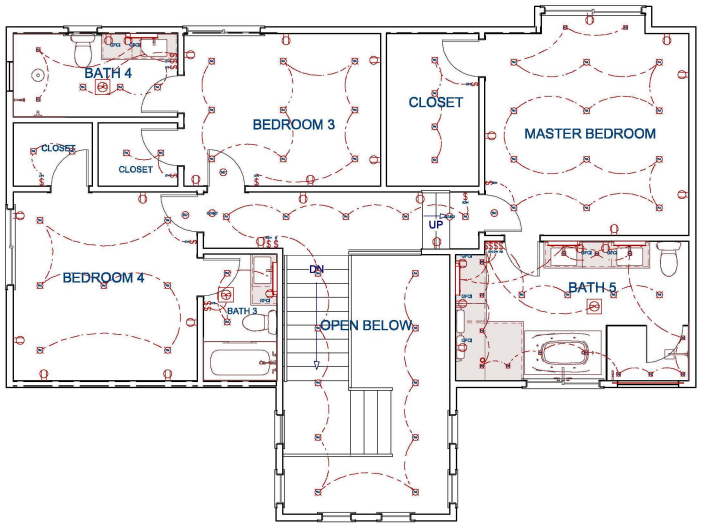
1/18/2026

SHEET:	SCALE:
A-7	1/4"=1'

ELECTRICAL NOTES

Homeowner shall do a walk-through with relevant installers to verify the exact location for the outlets, lights, switches, cable, data, phone, audio etc.

1. Electrical receptacles in bathrooms, kitchens, laundry and garages shall be G.F.C.I per national electrical code requirements.
2. All areas specified in CEC 210.52, all 125 volt, 15 and 20 amp receptacles shall be listed as tamper-resistant.
3. All 120v, single phase, 15 and 20 amp branch circuits supplying outlets and devices installed in dwelling unit kitchens, family rooms, dining rooms, living rooms, parlors, dens, libraries, bedrooms, sunrooms, recreation rooms, closets, hallways, laundry areas or similar rooms shall be protected by a listed arc-fault circuit type A.F.C.I. and located at the first receptacle outlet of the existing branch circuit. CEC 210.12(b).
4. Provide one smoke detector in each bedroom and one smoke/carbon dioxide in each corridor accessing bedrooms. Connect smoke detectors to the house power and inter-connect smoke detectors so that when any one trips they all will sound. Provide battery backup for all.
   Detectors to comply with UL 217 and be installed in accordance with NFPA 72 and the manufacturer's instructions. Combined smoke and carbon monoxide alarms shall be listed in accordance with UL 217 and UL 2034.(CRC R314.1)
5. Provide at least two separate 20-amp circuits for small appliances in kitchen, pantry, dining room, and similar areas with no other outlets on the circuits. CEC 210.11(c)(1), 210.52(b).
6. Provide at least one 20-amp circuit for bathroom outlets, with no other outlets on the circuits. 210.11(c)(3).
7. Clothes closet light fixtures shall conform to 410.16. incandescent fixtures with open or partially enclosed lamps and pendant fixtures or lamp holders are not allowed in closets.
8. Light fixtures within the outside dimension of the bathtub rim or shower curb, or in other wet locations shall be labeled "suitable for wet locations". 410.10(a)and(d).
9. Fixtures and devices to be selected by home owner.
10. All new lighting fixtures to be LED high efficiency. All new receptacles other than G.F.C.I protected receptacles shall be A.F.C.I protected in accordance with article 210.12 of the 2022 California Electrical Code.
11. All Exterior Lights to be high-efficiency and include a manual on/off switch as well as one of the following:
    Photo control and motion sensor, photo control and automatic time switch control, energy management control system, per CENC 150.0(k)(3).
12. All Lighting fixtures to be controlled by either a dimmer switch or vacancy sensor switch that requires a manual on activation and automatically turns off within 30 minutes after the room is vacant.
13. All fixtures shall contain bulbs that are labeled JA8-2022 (JAB-2016-E for sealed lens or recessed fixture). Screw base bulbs are permitted, except in recessed lighting fixtures.
14. Recessed lights shall be listed as IC and AT, be sealed/caulked between the fixture housing and the ceiling, shall not contain a screw base socket, and contain bulbs marked JA-2022-E efficiency label.
15. All outdoor lighting shall be controlled by a manual on and off switch and controlled by photocell and motion sensor.



Electrical Plan View

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SHEET TITLE

ELECTRICAL
PLAN FLOOR 2

REVISION TABLE		
NUMBER	DATE	REVISED BY

DATE:

1/18/2026

SHEET:	SCALE:
A-8	

GENERAL PLUMBING & HVAC NOTES

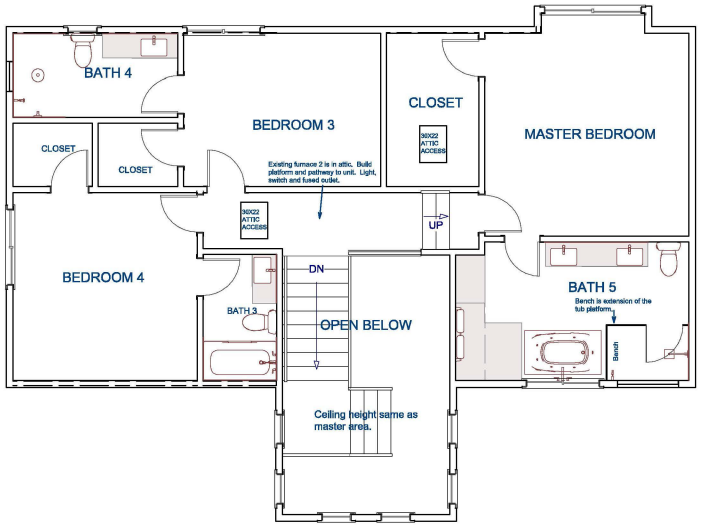
1. HVAC shall have at least one zone per floor and shall be designed by the contractor.
2. All plumbing fixtures within the building that are non-compliant shall be upgraded with water conserving plumbing fixtures. Non-compliant fixtures are defined by sb 407 as follows.
   - **a. Toilets that use more than 1.6 gallons per flush.**
   - **b. Faucets that emit more than 2.2 gallons of water per minute.**
   - **c. Shower heads that emit more than 2.5 gallons of water per minute.**
3. All plumbing fixtures in new areas of the structure shall have maximum water flow as follows.
   - **a. Toilets 1.28 gal. per min.**
   - **b. Bathroom faucets 1.2 gal. per. min.**
   - **c. Kitchen faucets 1.8 gal. per. min.**
   - **d. Shower heads 1.8 gal. per. min.**
   - **e. Multiple shower heads controlled by a single valve shall not exceed 1.8 gal. per. min. @ 80 psi. or only one shower outlet is to be operated at a time.**
4. Provide seismic anchorage for new and existing water heaters per cpc 507.2. upper strap to be at one-third of the unit and lower at least 4" above the controls.
5. The furnace and water heater to serve floor 1 and floor 2 if applicable.
6. Metallic gas pipe, water pipe, and foundation reinforcing bars shall be bonded to the electrical service ground.
7. Dryer, water heater, kitchen and bathroom venting shall exhaust to the outside of the building and be equipped with a backdraft damper. Termination shall be at least 3' from the property line.
8. Shower stalls shall encompass at least a 30" circle.
9. Toilet shall have a minimum of 24" clearance in front and a clear width of 30".
10. All gas lines shall be sized and approved for the appliance load. "Black" pipe shall be used inside the building and "green" pipe where underground or exposed to weather. All joints to be taped where exposed to weather.
11. Tubs/showers shall be provided with individual control valves of the pressure balance or the thermostatic mixing type. The water temperature shall be at a maximum of 120 deg. F.
12. Water softener unit if used, shall condition the water before entering the water heater and the cold water source.
13. Each hose bib shall be equipped with a back flow prevention device.
14. Heat ducting shall be secured, sealed and insulated as appropriate.
15. Install Dens-Shield gypsum board in at all shower areas to the ceiling.
16. Insulate waste lines for sound and hot lines from water heater to fixture.
17. There shall be a minimum exhaust of 100 CFM for the kitchen as required by 403.7 of the 2022 California Mechanical Code.
18. Bathroom and laundry fans shall be energy star compliant and ducted to terminate outside the building. Fans to be controlled by a humidistat. Humidity controls shall be capable of manual or automatic adjustment between a relative humidity range o less than 50% to a maximum of 80%.
19. Annular spaces around pipes, electric cables, conduits or other openings in plates at exterior walls shall be protected against the passage of rodents by closing such openings with cement mortar, concrete masonry or similar method acceptable to the enforcing agency.
20. HVAC system installers are trained and certified in the proper installation of HVAC systems. HVAC contractor to size and design the heating system. Duct systems are sized, designed, and equipment is selected using the following:

Methods:

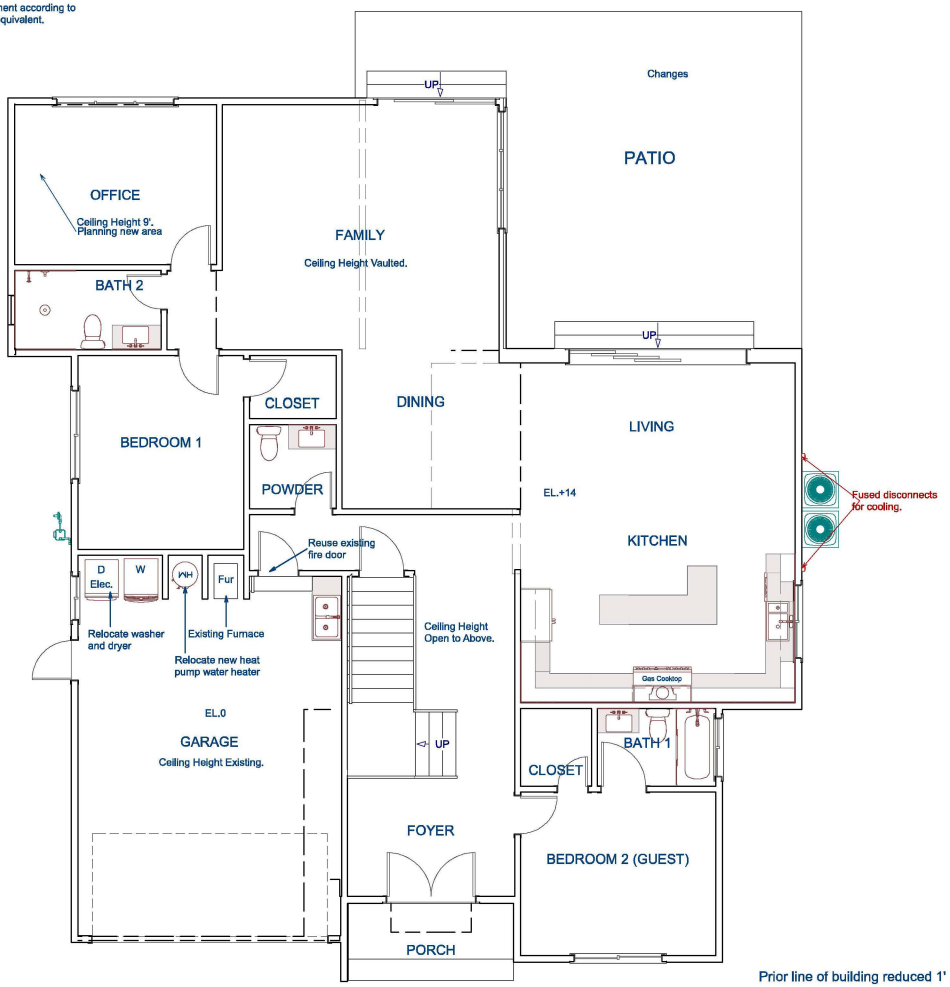
1. Establish heat loss and heat gain values according to ANSI/ACCA 2 manual j-2004 or equivalent
2. Size duct systems according to ANSI/ACCA 1 manual d-2009 or equivalent.
3. Select heating and cooling equipment according to ANSI/ACCA 3 manual s-2004 or equivalent.

Attic and Foundation Venting

1. Under floor vents to be placed if possible to allow cross ventilation.
   - a. 1/150 of floor area. 6"x14".
   - b. Openings shall be covered with corrosion resistant wire not to exceed 1/4".
   - c. Contractor not to locate foundation vents in shear walls 4' wide or less.
   - Calculation:
2. Attic Ventilation
   - a. 1/150 of the attic floor space. No less than 40% or more than 50% will be vents locates no more than 3' from the ridge. Contractor to submit a sample to owner for approval.
   - Calculation:



HVAC Plan View



HVAC Plan View

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Annie Zhou addition and remodel

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SHEET TITLE

PLUMBING & MECHANICAL PLAN

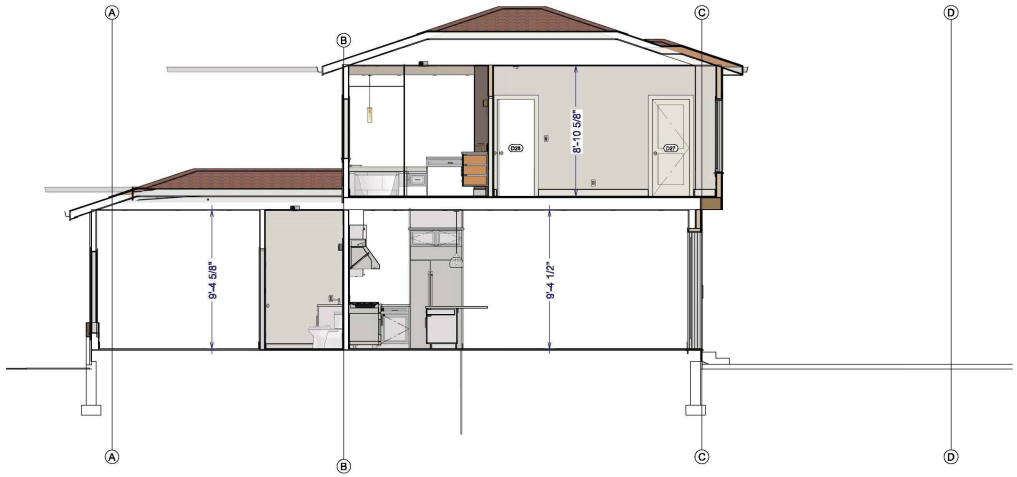
REVISION TABLE

NUMBER	DATE	REVISED BY

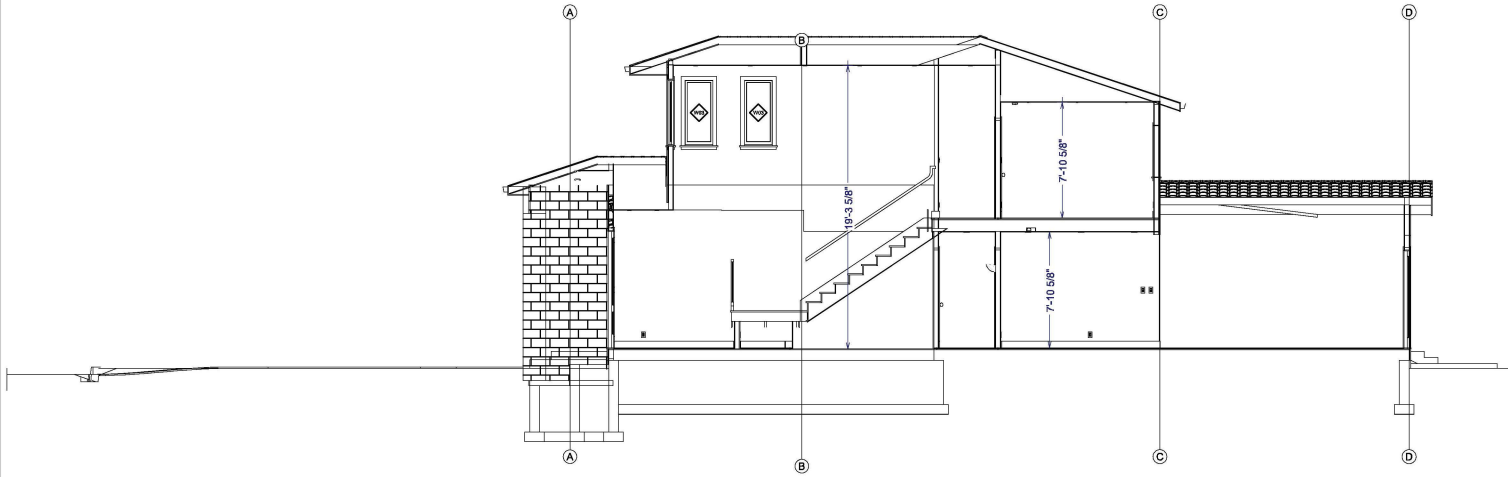
DATE:

1/18/2026

SHEET:	SCALE:
A-9	1/4"=1'



Cross Section 1



Cross Section 2

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Santa Clara, CA.

SHEET TITLE

SECTIONAL VIEWS

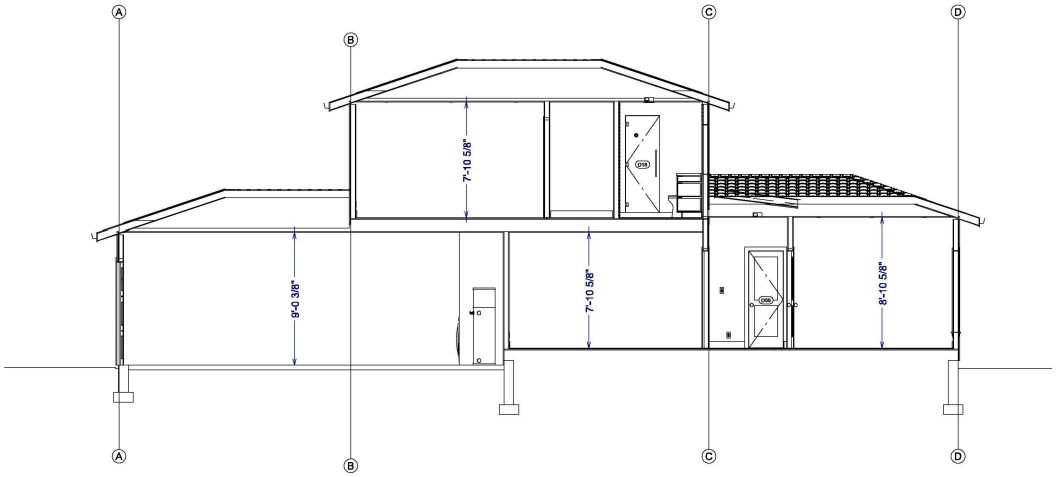
REVISION TABLE

NUMBER	DATE	REVISED BY

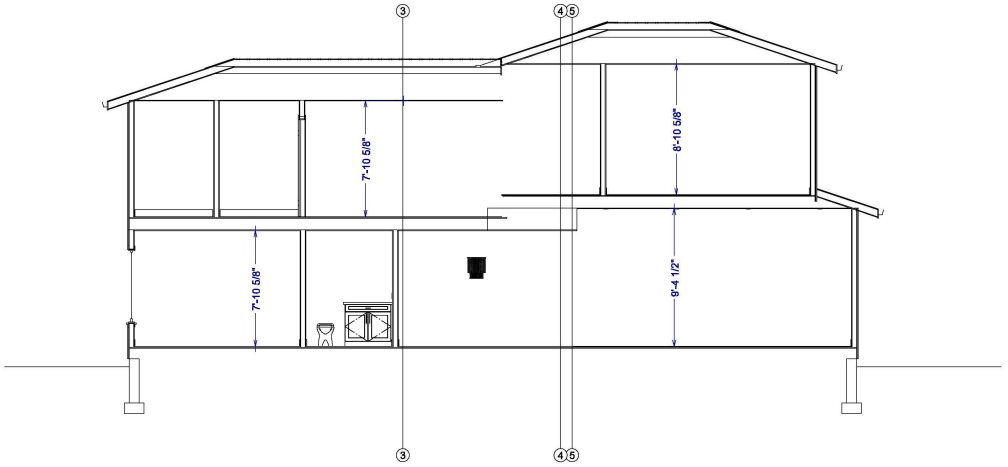
DATE:

1/18/2026

SHEET:	SCALE:
A-10	1/4"=1'



Cross Section 3



Cross Section 4

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SHEET TITLE

SECTIONAL VIEWS

REVISION TABLE

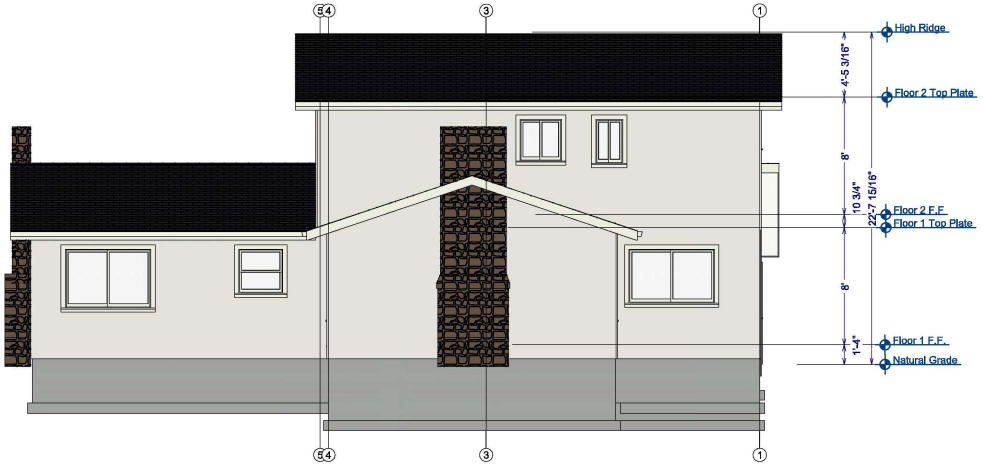
NUMBER	DATE	REVISED BY

DATE:

1/18/2026

SHEET:	SCALE:
A-11	1/4"=1'

Exterior Elevation Front



Exterior Elevation Back

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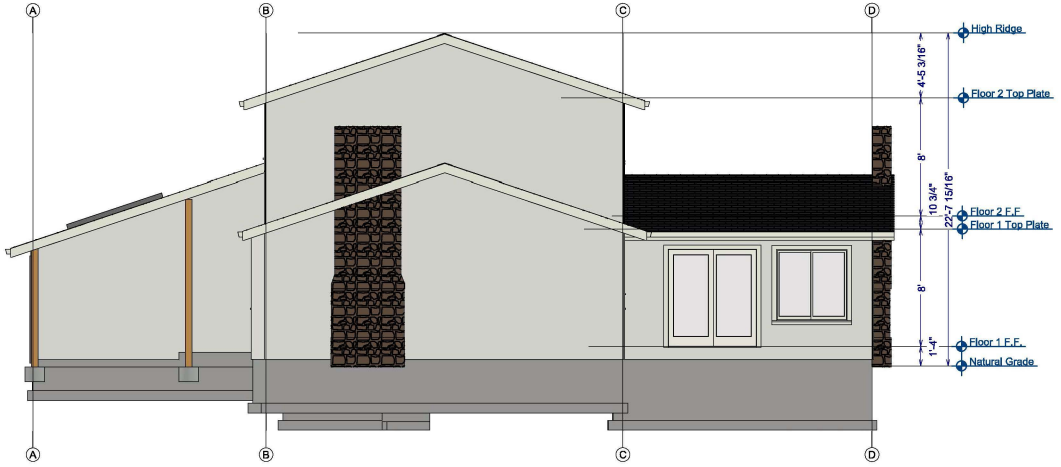
SHEET TITLE
EXISTING EXTERIOR ELEVATIONS

REVISION TABLE

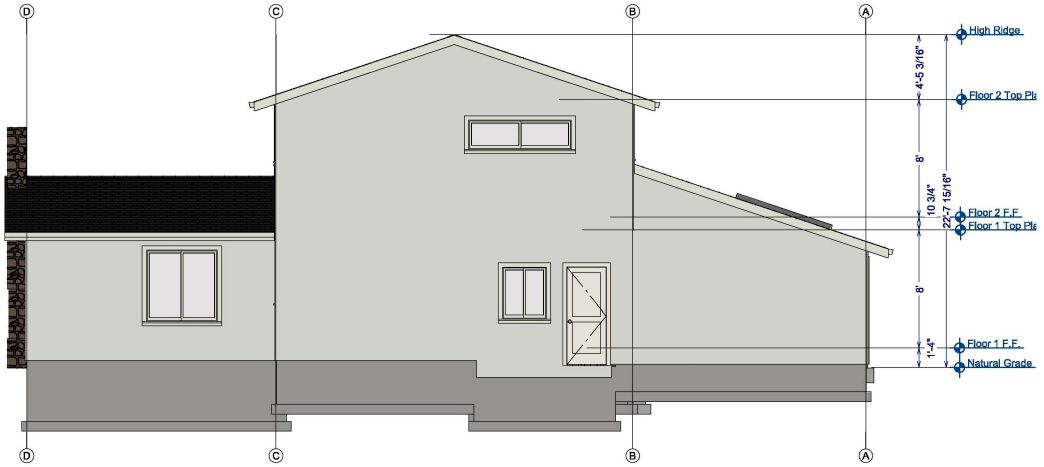
NUMBER	DATE	REVISED BY

DATE:
1/18/2026

SHEET:	SCALE:
A-12	1/4"=1'



Exterior Elevation Right



Exterior Elevation Left

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SHEET TITLE

EXISTING EXTERIOR ELEVATIONS

REVISION TABLE

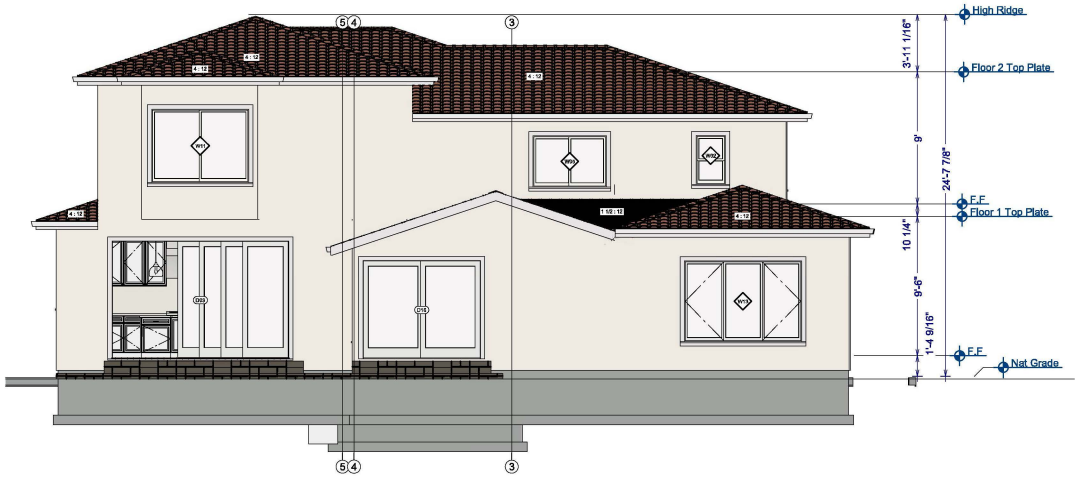
NUMBER	DATE	REVISED BY

DATE:

1/18/2026

SHEET:	SCALE:
A-13	1/4"=1'

Exterior Elevation Front



Exterior Elevation Back

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DESIGNER

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Santa Clara, CA.

SHEET TITLE

PROPOSED EXTERIOR ELEVATIONS

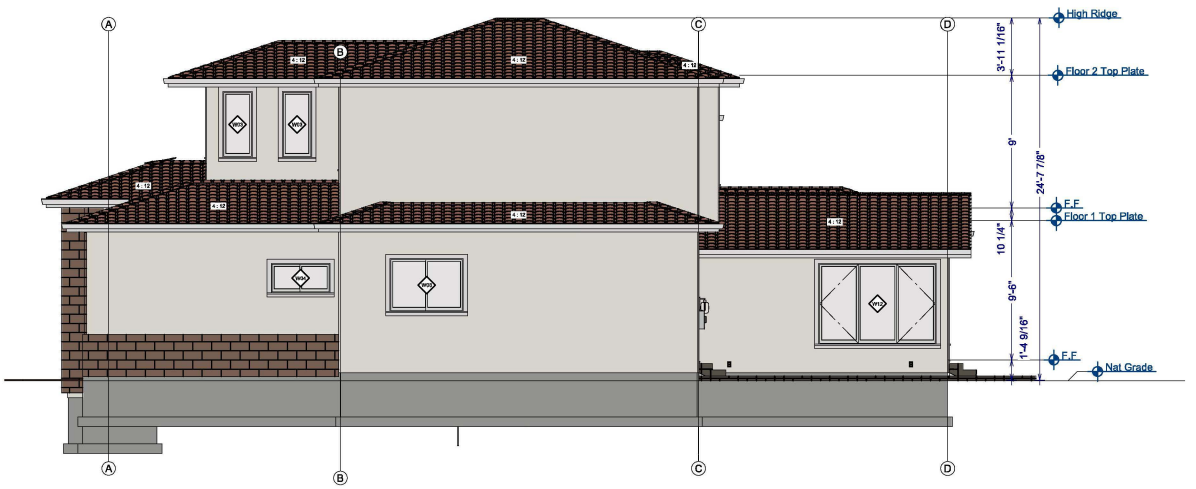
REVISION TABLE

NUMBER	DATE	REVISED BY

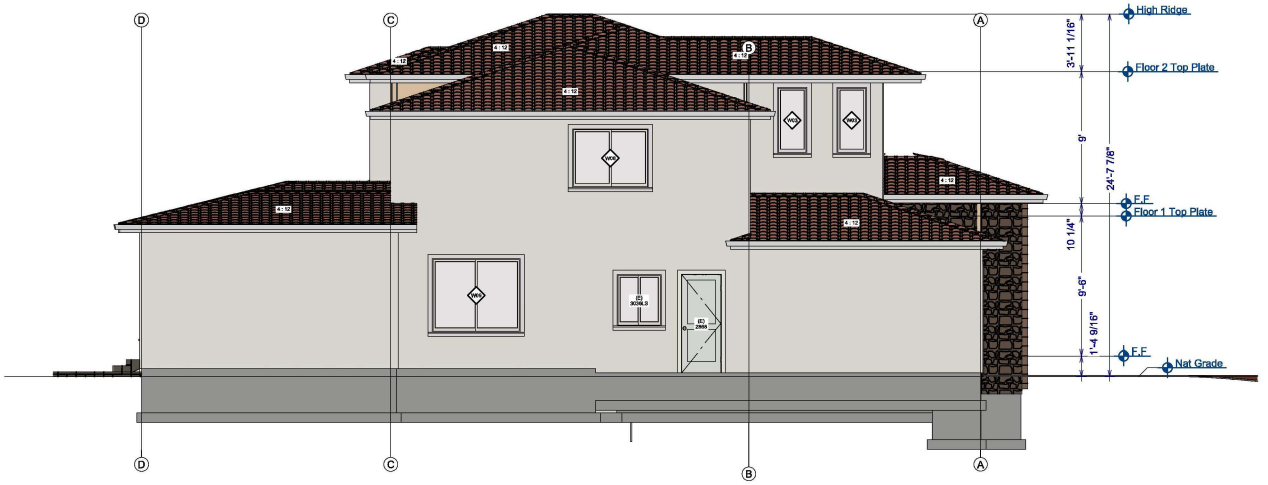
DATE:

1/18/2026

SHEET:	SCALE:
A-14	1/4"=1'



Exterior Elevation Right



Exterior Elevation Left

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Annie Zhou addition and remodel

2892 Mesquite Dr.
Santa Clara, CA.

SHEET TITLE

PROPOSED EXTERIOR ELEVATIONS

REVISION TABLE

NUMBER	DATE	REVISED BY

DATE:

1/18/2026

SHEET:	SCALE:
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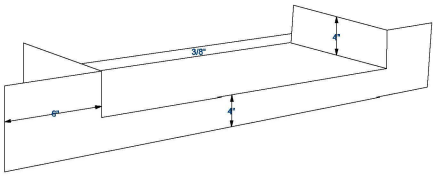
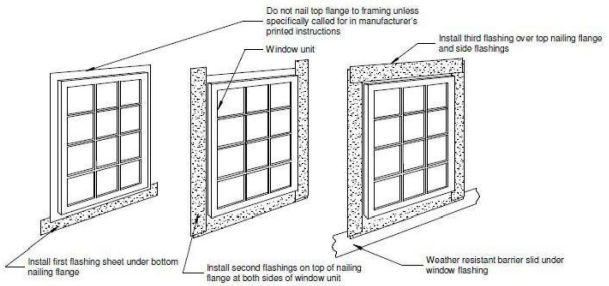
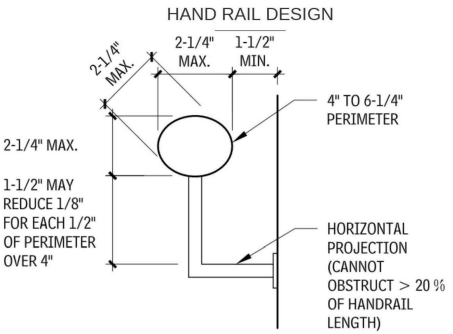


Door and Window(where window sill is closer than 6" to roof)Pans on all doors.



2 Window Flashing
1/2" = 1'-0"

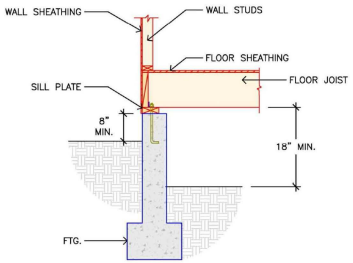
Window Flashing Detail



Annotation 2020-02-11 090152

Annotation 2020-03-22 190523

Screenshot 2022-06-14 094033



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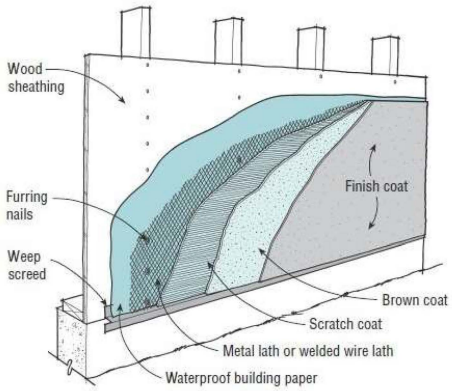
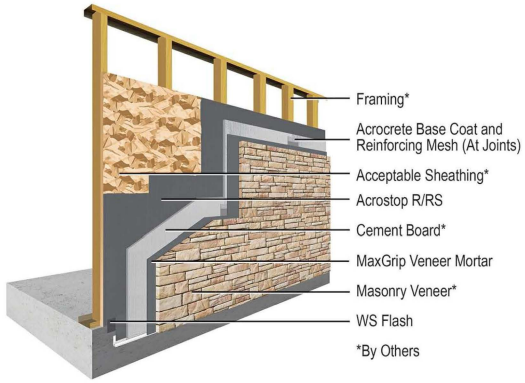
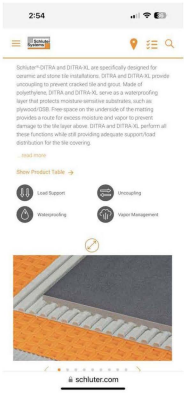


Stucco Cover



Stone Cover



Bathroom shower wall and pan manufacturer.

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SHEET TITLE

DETAILS

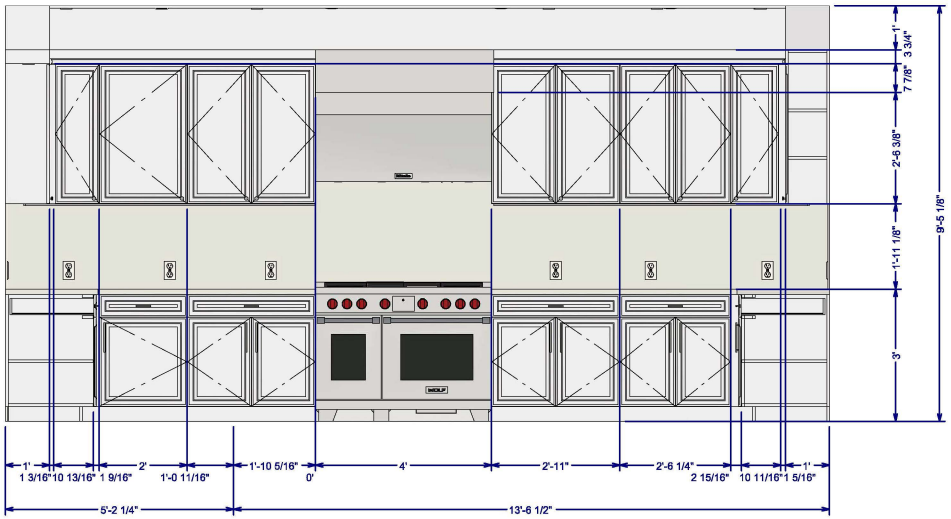
REVISION TABLE

NUMBER	DATE	REVISED BY

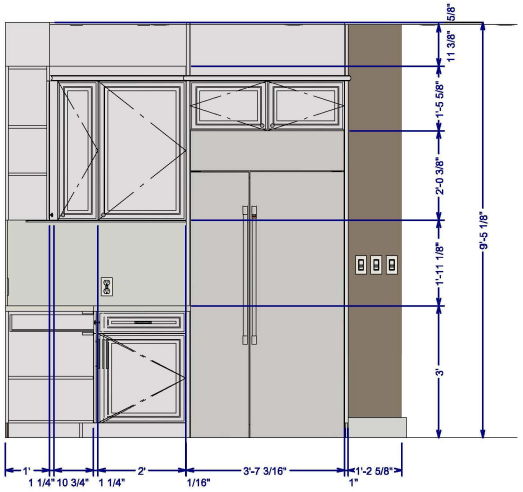
DATE:

1/18/2026

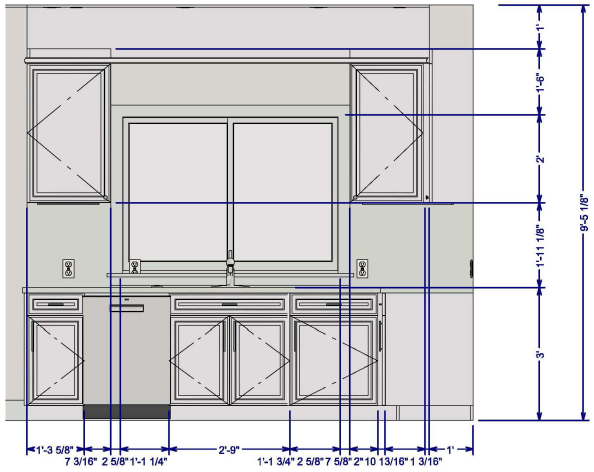
SHEET:	SCALE:
A-16	3/4"=1'



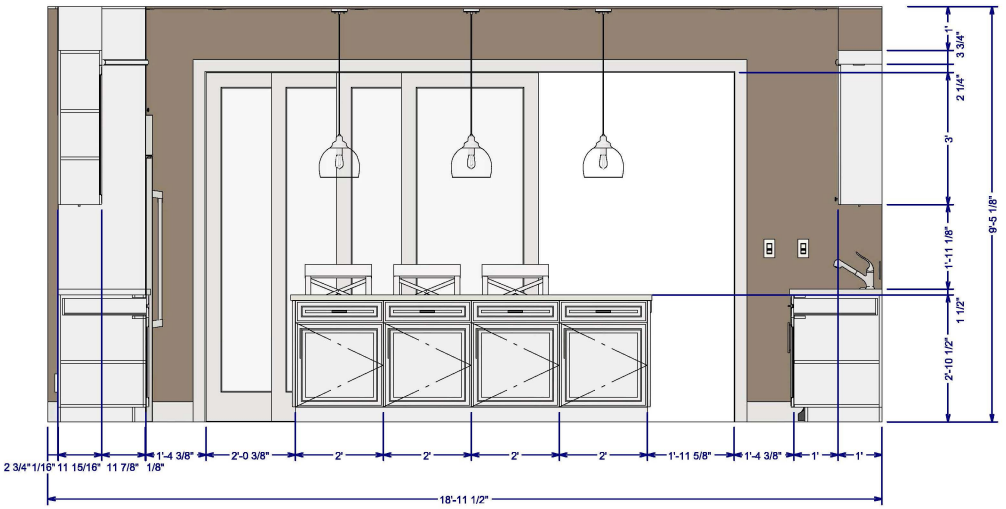
Kitchen Elevation 1



Kitchen Elevation 2



Kitchen Elevation 3



Kitchen Elevation 4

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SHEET TITLE

INTERIOR ELEVATIONS

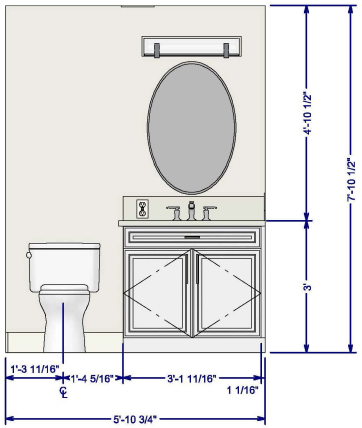
REVISION TABLE

NUMBER	DATE	REVISED BY

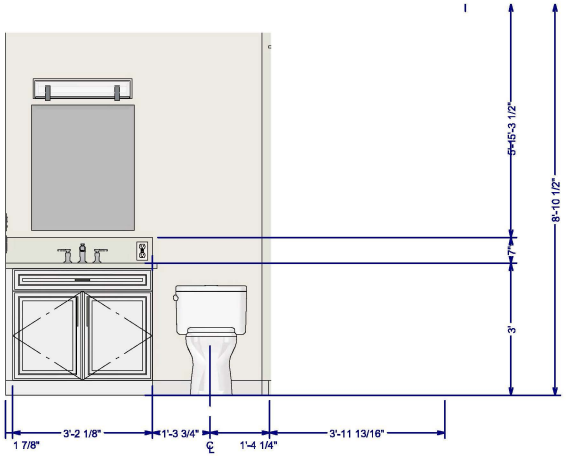
DATE:

1/18/2026

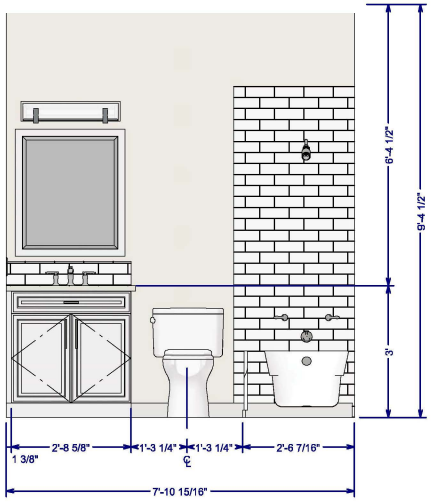
SHEET:	SCALE:
A-17	3/4"=1'



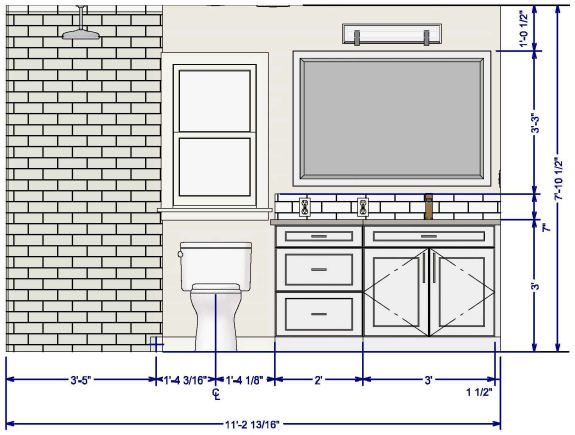
Powder Elevation 5



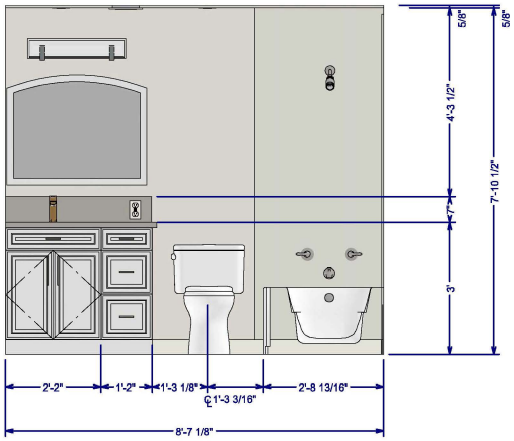
Bath 2 Elevation 6



Bath 1 Elevation 7



Bath 4 Elevation 8



Bath 3 Elevation 9

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Santa Clara, CA.

SHEET TITLE

INTERIOR ELEVATIONS

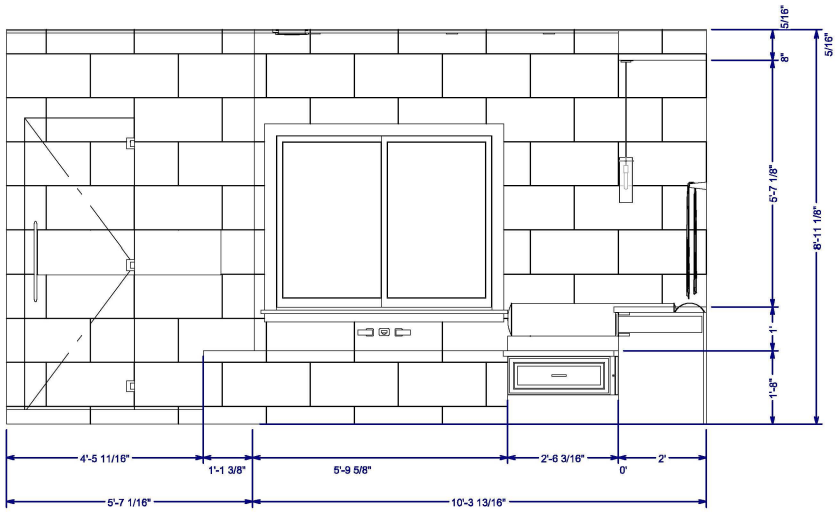
REVISION TABLE

NUMBER	DATE	REVISED BY

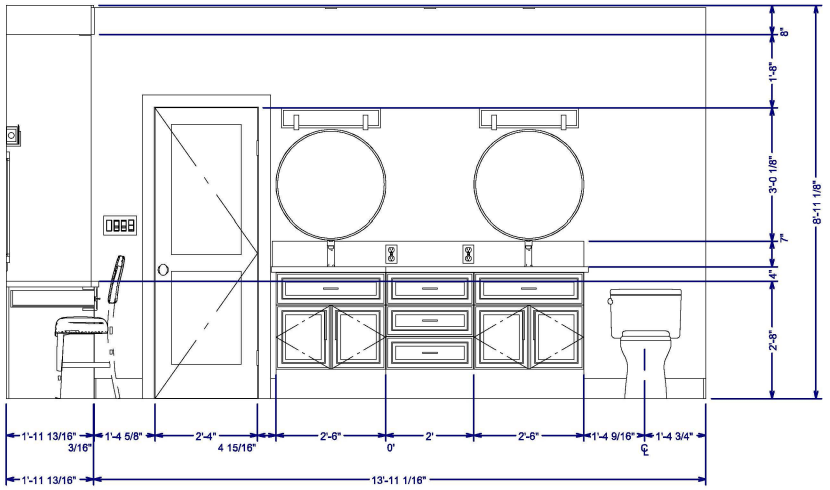
DATE:

1/18/2026

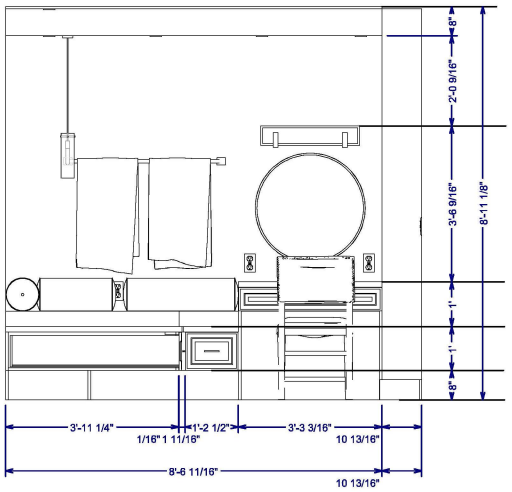
SHEET:	SCALE:
A-18	3/4"=1'



Bath 5 Elevation 10



Bath 5 Elevation 11



Bath 5 Elevation 12

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Santa Clara, CA.

SHEET TITLE

INTERIOR ELEVATIONS

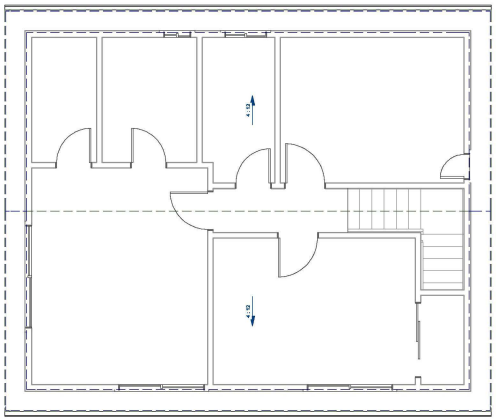
REVISION TABLE

NUMBER	DATE	REVISED BY

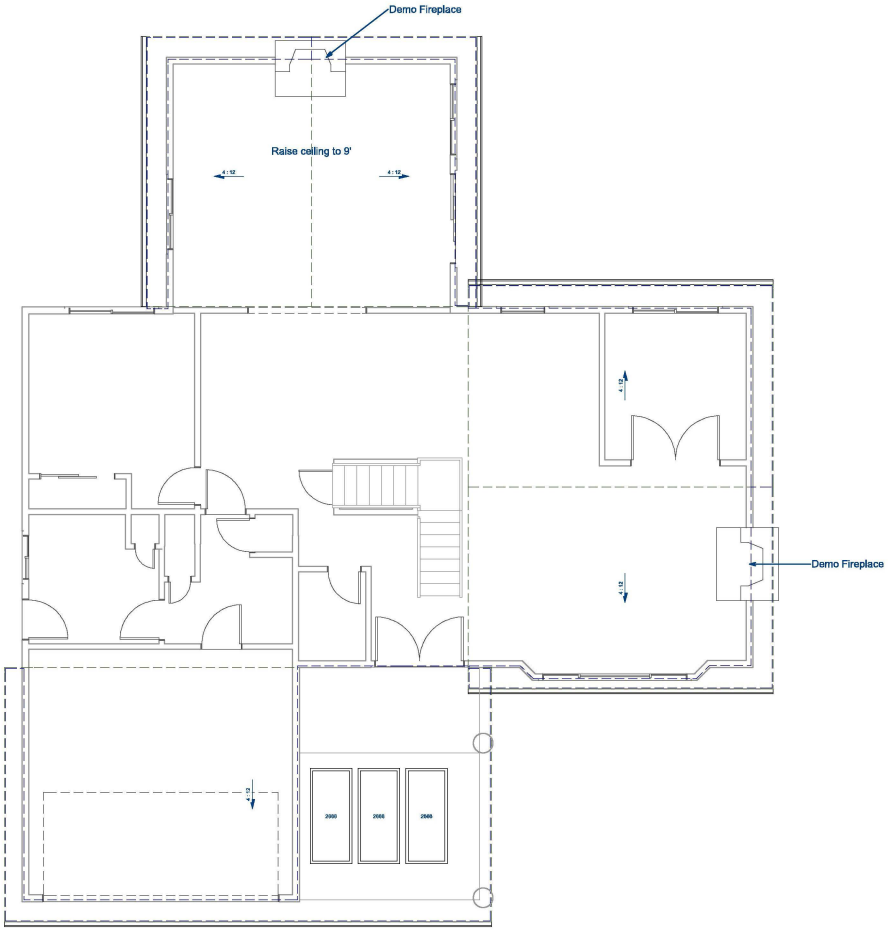
DATE:

1/18/2026

SHEET:	SCALE:
A-19	3/4"=1'



Floor 2 Roof Plan View



Floor 1 Roof Plan View

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Santa Clara, CA.

SHEET TITLE

EXISTING ROOF PLAN

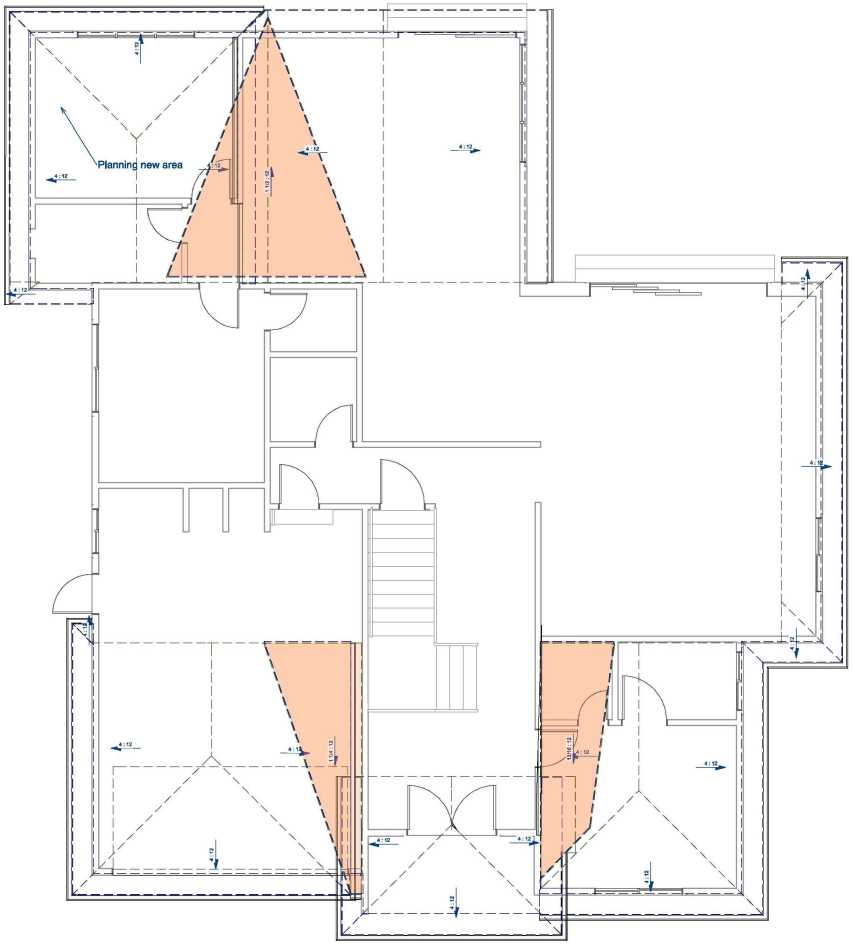
REVISION TABLE

NUMBER	DATE	REVISED BY

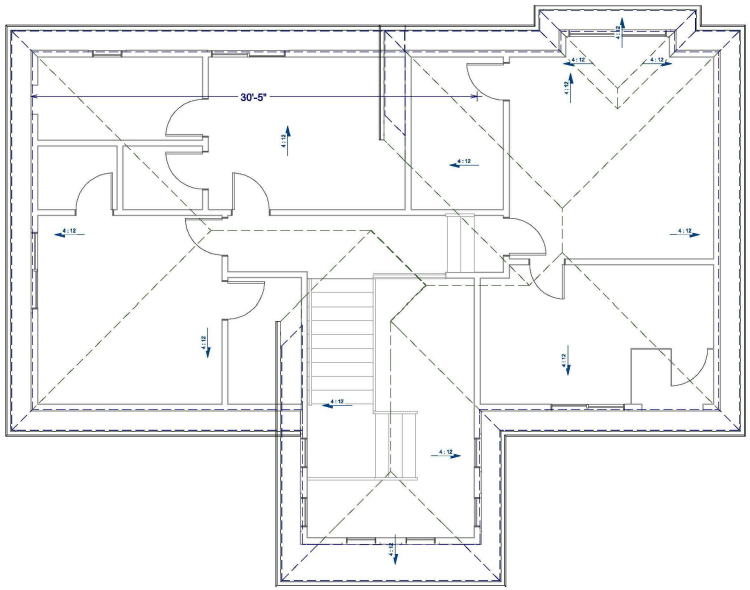
DATE:

1/18/2026

SHEET:	SCALE:
A-20	1/4"=1'



Floor 1 Roof Plan View



Floor 2 Roof Plan View

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Santa Clara, CA.

SHEET TITLE

PROPOSED ROOF PLAN

REVISION TABLE

NUMBER	DATE	REVISED BY

DATE:

1/18/2026

SHEET:	SCALE:
A-21	1/4"=1'

DOOR, WINDOWS AND GLASS NOTES

1. Every bedroom shall be provided with an egress window with finish sill height not greater than 44" above the finish floor height and shall have a minimum open area of 5.7 sq.ft. egress windows shall not have an open area less than 20" wide or 24" high.
2. Windows and doors to be chosen by the home owner.
3. Doors between garage and living area shall be 1 3/4" tight fitting solid core doors with a rating of 60 min. door shall be self closing.
4. Exterior exit doors shall be 36" min. net clear doorway shall be 32' min. door shall be openable from inside without the use of a key or any special knowledge or effort. Glazing in doors shall be dual pane safety glass with a min. u-value of 0.60.
5. All glazing within 18" of the floor and or within 24" of any door are to have safety glazing. All glazing within 60" of a tub or shower floor, of a stair landing or greater than 9 sq.ft. Are to have safety glazing.
6. Skylights are to be glazed with tempered glass on outside and laminated glass on the inside (unless plexiglass). Glass to have a maximum clear span of 25". Frame to be attached to a 2x curb with a minimum of above roof plane.
   All tub and shower enclosures to be glazed with safety glass.

WINDOW SCHEDULE

3D EXTERIOR ELEVATION	NUMBER	LABEL	FLOOR	ROOM NAME	SIZE	QTY	TEMPERED	EGRESS	AREA, ACTUAL	SILL HT	BOTTOM DIMENSIONS	ENERGY	U-FACTOR
	W02	2034CH	2	BATH 4	2034CH	1	YES		5.55	48"	24"X39 3/8"CH	0.3	0.3
	W03	2048FX	2	OPEN BELOW	2048FX	6			9	42"	24"X54"FX	0.3	0.3
	W04	4020LS	1	BATH 1	4020LS	1	YES		8	66"	48"X24"LS	0.3	0.3
	W05	6096LS	2	BEDROOM 3	6096LS	1		YES	17.43	34 3/8"	90 1/8"X41 3/4"LS	0.3	0.3
	W06	5037LS	1	KITCHEN	5037LS	1	YES		18.02	40 3/4"	60"X43 1/4"LS	0.3	0.3
	W07	6048LS	2	BATH 5	6048LS	1	YES		20	32"	60"X48"LS	0.3	0.3
	W08	6348RS	2	BEDROOM 4	6348RS	1		YES	20.87	32"	60"X48"RS	0.3	0.3
	W09	6055LS	1	BEDROOM 1	6055LS	1		YES	30	20"	72"X60"LS	0.3	0.3
	W10	6058RS	1	BEDROOM 2 (GUEST)	6058RS	1		YES	30	14"	72"X60"RS	0.3	0.3
	W11	6660LS	2	MASTER BEDROOM	6660LS	1		YES	33.13	20"	79 1/2"X60"LS	0.3	0.3
	W12	6066TC	1	FAMILY	6066TC	1			44	14"	90"X66"TC	0.3	0.3
	W13	6066TC	1	OFFICE	6066TC	1		YES	44	14"	90"X66"TC	0.3	0.3
TOTALS:									SQ.FT.				

Window Schedule

DOOR SCHEDULE

3D EXTERIOR ELEVATION	NUMBER	TEMPERED	QTY	FLOOR	SIZE	DESCRIPTION	ROOM NAME
	D03	YES	1	1	12080 L EX	EXT. 6+4-PANEL SLIDER-GLASS PANEL	KITCHEN
	D04		1	1	2068 R IN	HINGED-DOOR P03	CLOSET/BEDROOM 2 (GUEST)
	D05		1	1	2468 R IN	HINGED-DOOR P03	BATH 2/UNSPECIFIED
	D06	YES	1	1	2668 L	SHOWER-GLASS SLAB	BATH 2/BATH 2
	D07		1	1	2668 L IN	HINGED-DOOR P03	BEDROOM 1/CLOSET
	D08		1	1	2668 L IN	HINGED-DOOR P03	BEDROOM 2 (GUEST)/FOYER
	D09		1	1	2668 R IN	HINGED-DOOR P03	DINING/POWDER
	D11		1	1	2868 L IN	HINGED-DOOR P03	UNSPECIFIED/BEDROOM 1
	D12		1	1	2868 R IN	HINGED-DOOR P03	UNSPECIFIED/OFFICE
	D13		1	1	3068 L IN	HINGED-DOOR P03	BATH 1/BEDROOM 2 (GUEST)
	D14	YES	1	1	3068 L IN	HINGED-DOOR P03	DINING/FOYER
	D15	YES	1	1	6068 LR EX	EXT. DOUBLE HINGED-DOOR D15	FOYER/PORCH

Door Schedule

	D16	YES	1	1	8068 L EX	EXT. SLIDER-GLASS PANEL	FAMILY
	D17		1	2	2468 L IN	HINGED-DOOR P03	MASTER BEDROOM/BATH 5
	D18	YES	1	2	2468 R	SHOWER-GLASS SLAB	BATH 4/BATH 4
	D19		1	2	2868 L IN	HINGED-DOOR P03	BATH 4/BEDROOM 3
	D20		1	2	2868 L IN	HINGED-DOOR P03	BATH 3/BEDROOM 4
	D21		1	2	2868 L IN	HINGED-DOOR P03	BEDROOM 3/BEDROOM 4
	D22	YES	1	2	2868 R	SHOWER-GLASS SLAB	BATH 5/BATH 5
	D23		1	2	2868 R IN	HINGED-DOOR P03	BEDROOM 3/CLOSET
	D24		1	2	2868 R IN	HINGED-DOOR P03	BEDROOM 4/BEDROOM 4
	D25		1	2	2868 R IN	HINGED-DOOR P03	CLOSET/BEDROOM 4
	D26		1	2	2868 R IN	HINGED-DOOR P03	MASTER BEDROOM/BEDROOM 4
	D27		1	2	2868 R IN	HINGED-DOOR P03	MASTER BEDROOM/CLOSET

Door Schedule

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SHEET TITLE
WINDOW & DOOR SCHEDULE

REVISION TABLE

NUMBER	DATE	REVISED BY

DATE:
1/18/2026

SHEET: A-22

SCALE:

AIA California 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE

RESIDENTIAL MANDATORY MEASURES, SHEET 1 (January 2023)

Y = YES
N/A = NOT APPLICABLE
RESPON. PARTY = RESPONSIBLE PARTY (ie: ARCHITECT, ENGINEER, OWNER, CONTRACTOR, INSPECTOR ETC.)

CHAPTER 3
GREEN BUILDING
SECTION 301 GENERAL

301.1 SCOPE. Buildings shall be designed to include the green building measures specified as mandatory in the application checklists contained in this code. Voluntary green building measures are also included in the application checklists and may be included in the design and construction of structures covered by this code, but are not required unless adopted by a city, county, or city and county as specified in Section 101.7.

301.1.1 Additions and alterations. [HCD] The mandatory provisions of Chapter 4 shall be applied to additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. The requirements shall apply only to and/or within the specific area of the addition or alteration.

The mandatory provision of Section 4.106.4.2 may apply to additions or alterations of existing parking facilities or the addition of new parking facilities serving existing multifamily buildings. See Section 4.106.4.3 for application.

Note: Repairs including, but not limited to, resurfacing, restriping and repairing or maintaining existing lighting fixtures are not considered alterations for the purpose of this section.

Note: On and after January 1, 2014, residential buildings undergoing permitted alterations, additions, or improvements shall replace noncompliant plumbing fixtures with water-conserving plumbing fixtures. Plumbing fixture replacement is required prior to issuance of a certificate of final completion, certificate of occupancy or final permit approval by the local building department. See Civil Code Section 1101.1, et seq., for the definition of a noncompliant plumbing fixture, types of residential buildings affected and other important enactment dates.

301.2 LOW-RISE AND HIGH-RISE RESIDENTIAL BUILDINGS. [HCD] The provisions of individual sections of CALGreen may apply to either low-rise residential buildings high-rise residential buildings, or both. Individual sections will be designated by letters to indicate where the section applies specifically to low-rise only (LR) or high-rise only (HR). When the section applies to both low-rise and high-rise buildings, no banner will be used.

SECTION 302 MIXED OCCUPANCY BUILDINGS

302.1 MIXED OCCUPANCY BUILDINGS. In mixed occupancy buildings, each portion of a building shall comply with the specific green building measures applicable to each specific occupancy.

Exceptions:
1. [HCD] Accessory structures and accessory occupancies serving residential buildings shall comply with Chapter 4 and Appendix A4, as applicable.
2. [HCD] For purposes of CALGreen, live/work units, complying with Section 419 of the *California Building Code*, shall not be considered mixed occupancies. Live/Work units shall comply with Chapter 4 and Appendix A4, as applicable.

DIVISION 4.1 PLANNING AND DESIGN

ABBREVIATION DEFINITIONS:

HCD	Department of Housing and Community Development
BSC	California Building Standards Commission
DSA-SS	Division of the State Architect, Structural Safety
OSHPD	Office of Statewide Health Planning and Development
LR	Low Rise
HR	High Rise
AA	Additions and Alterations
N	New

CHAPTER 4
RESIDENTIAL MANDATORY MEASURES

SECTION 4.102 DEFINITIONS

4.102.1 DEFINITIONS
The following terms are defined in Chapter 2 *(and are included here for reference)*

FRENCH DRAIN. A trench, hole or other depressed area loosely filled with rock, gravel, fragments of brick or similar pervious material used to collect or channel drainage or runoff water.

WATTLES. Wattles are used to reduce sediment in runoff. Wattles are often constructed of natural plant materials such as hay, straw or similar material shaped in the form of tubes and placed on a downflow slope. Wattles are also used for perimeter and inlet controls.

4.106 SITE DEVELOPMENT

4.106.1 GENERAL. Preservation and use of available natural resources shall be accomplished through evaluation and careful planning to minimize negative effects on the site and adjacent areas. Preservation of slopes, management of storm water drainage and erosion controls shall comply with this section.

4.106.2 STORM WATER DRAINAGE AND RETENTION DURING CONSTRUCTION. Projects which disturb less than one acre of soil and are not part of a larger common plan of development which in total disturbs one acre or more, shall manage storm water drainage during construction. In order to manage storm water drainage during construction, one or more of the following measures shall be implemented to prevent flooding of adjacent property, prevent erosion and retain soil runoff on the site.

1. Retention basins of sufficient size shall be utilized to retain storm water on the site.
2. Where storm water is conveyed to a public drainage system, collection point, gutter or similar disposal method, water shall be filtered by use of a barrier system, wattle or other method approved by the enforcing agency.
3. Compliance with a lawfully enacted storm water management ordinance.

Note: Refer to the State Water Resources Control Board for projects which disturb one acre or more of soil, or are part of a larger common plan of development which in total disturbs one acre or more of soil.

(Website: https://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.html)

4.106.3 GRADING AND PAVING. Construction plans shall indicate how the site grading or drainage system will manage all surface water flows to keep water from entering buildings. Examples of methods to manage surface water include, but are not limited to, the following:

1. Swales
2. Water collection and disposal systems
3. French drains
4. Water retention gardens
5. Other water measures which keep surface water away from buildings and aid in groundwater recharge.

Exception: Additions and alterations not altering the drainage path.

4.106.4 Electric vehicle (EV) charging for new construction. New construction shall comply with Sections 4.106.4.1 or 4.106.4.2 to facilitate future installation and use of EV chargers. Electric vehicle supply equipment (EVSE) shall be installed in accordance with the *California Electrical Code*, Article 625.

Exceptions:
1. On a case-by-case basis, where the local enforcing agency has determined EV charging and infrastructure are not feasible based upon one or more of the following conditions:
   1.1 Where there is no local utility power supply or the local utility is unable to supply adequate power.
   1.2 Where there is evidence suitable to the local enforcing agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 4.106.4, may adversely impact the construction cost of the project.
2. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities.

4.106.4.1 New one- and two-family dwellings and townhouses with attached private garages. For each dwelling unit, install a listed raceway to accommodate a dedicated 208/240-volt branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or other enclosure in close proximity to the proposed location of an EV charger. Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces. The service panel and/or subpanel shall provide capacity to install a 40-ampere 208/240-volt minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent protective device.

Exemption: A raceway is not required if a minimum 40-ampere 208/240-volt dedicated EV branch circuit is installed in close proximity to the proposed location of an EV charger at the time of original construction in accordance with the *California Electrical Code*.

4.106.4.1.1 Identification. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".

4.106.4.2 New multifamily dwellings, hotels and motels and new residential parking facilities.
When parking is provided, parking spaces for new multifamily dwellings, hotels and motels shall meet the requirements of Sections 4.106.4.2.1 and 4.106.4.2.2. Calculations for spaces shall be rounded up to the nearest whole number. A parking space served by electric vehicle supply equipment or designed as a future EV charging space shall count as at least one standard automobile parking space only for the purpose of complying with any applicable minimum parking space requirements established by a local jurisdiction. See Vehicle Code Section 22511.2 for further details.

4.106.4.2.1Multifamily development projects with less than 20 dwelling units; and hotels and motels with less than 20 sleeping units or guest rooms.
The number of dwelling units, sleeping units or guest rooms shall be based on all buildings on a project site subject to this section.

1.EV Capable. Ten (10) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be electric vehicle charging spaces (EV spaces) capable of supporting future Level 2 EVSE. Electrical load calculations shall demonstrate that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at a minimum of 40 amperes.

The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE" in accordance with the California Electrical Code.

Exceptions:

1.When EV chargers (Level 2 EVSE) are installed in a number equal to or greater than the required number of EV capable spaces.

2.When EV chargers (Level 2 EVSE) are installed in a number less than the required number of EV capable spaces, the number of EV capable spaces required may be reduced by a number equal to the number of EV chargers installed.

Notes:

a.Construction documents are intended to demonstrate the project's capability and capacity for facilitating future EV charging.

b.There is no requirement for EV spaces to be constructed or available until receptacles for EV charging or EV chargers are installed for use.

2.EV Ready. Twenty-five (25) percent of the total number of parking spaces shall be equipped with low power Level 2 EV charging receptacles. For multifamily parking facilities, no more than one receptacle is required per dwelling unit when more than one parking space is provided for use by a single dwelling unit.

Exception: Areas of parking facilities served by parking lifts.

4.106.4.2.2 Multifamily development projects with 20 or more dwelling units, hotels and motels with 20 or more sleeping units or guest rooms.
The number of dwelling units, sleeping units or guest rooms shall be based on all buildings on a project site subject to this section.

1.EV Capable. Ten (10) percent of the total number of parking spaces on a building site, provided for all types of parking facilities, shall be electric vehicle charging spaces (EV spaces) capable of supporting future Level 2 EVSE. Electrical load calculations shall demonstrate that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at a minimum of 40 amperes.

The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE" in accordance with the California Electrical Code.

Exception: When EV chargers (Level 2 EVSE) are installed in a number greater than five (5) percent of parking spaces required by Section 4.106.4.2.2, Item 3, the number of EV capable spaces required may be reduced by a number equal to the number of EV chargers installed over the five (5) percent required.

Notes:

a.Construction documents shall show locations of future EV spaces.

b.There is no requirement for EV spaces to be constructed or available until receptacles for EV charging or EV chargers are installed for use.

2.EV Ready. Twenty-five (25) percent of the total number of parking spaces shall be equipped with low power Level 2 EV charging receptacles. For multifamily parking facilities, no more than one receptacle is required per dwelling unit when more than one parking space is provided for use by a single dwelling unit.

Exception: Areas of parking facilities served by parking lifts.

3.EV Chargers. Five (5) percent of the total number of parking spaces shall be equipped with Level 2 EVSE. Where common use parking is provided, at least one EV charger shall be located in the common use parking area and shall be available for use by all residents or guests.

When low power Level 2 EV charging receptacles or Level 2 EVSE are installed beyond the minimum required, an automatic load management system (ALMS) may be used to reduce the maximum required electrical capacity to each space served by the ALMS. The electrical system and any on-site distribution transformers shall have sufficient capacity to deliver at least 3.3 kW simultaneously to each EV charging station (EVCS) served by the ALMS. The branch circuit shall have a minimum capacity of 40 amperes, and installed EVSE shall have a capacity of not less than 30 amperes. ALMS shall not be used to reduce the minimum required electrical capacity to the required EV capable spaces.

4.106.4.2.2.1 Electric vehicle charging stations (EVCS).
Electric vehicle charging stations required by Section 4.106.4.2.2, Item 3, shall comply with Section 4.106.4.2.2.1.

Exception: Electric vehicle charging stations serving public accommodations, public housing, motels and hotels shall not be required to comply with this section. See California Building Code, Chapter 11B, for applicable requirements.

4.106.4.2.2.1.1 Location.
EVCS shall comply with at least one of the following options:

1.The charging space shall be located adjacent to an accessible parking space meeting the requirements of the California Building Code, Chapter 11A, to allow use of the EV charger from the accessible parking space.

2.The charging space shall be located on an accessible route, as defined in the California Building Code, Chapter 2, to the building.

Exception: Electric vehicle charging stations designed and constructed in compliance with the California Building Code, Chapter 11B, are not required to comply with Section 4.106.4.2.2.1.1 and Section 4.106.4.2.2.1.2, Item 3.

4.106.4.2.2.1.2 Electric vehicle charging stations (EVCS) dimensions.
The charging spaces shall be designed to comply with the following:

1.The minimum length of each EV space shall be 18 feet (5486 mm).

2.The minimum width of each EV space shall be 9 feet (2743 mm).

3.One in every 25 charging spaces, but not less than one, shall also have an 8-foot (2438 mm) wide minimum aisle. A 5-foot (1524 mm) wide minimum aisle shall be permitted provided the minimum width of the EV space is 12 feet (3658 mm).

a.Surface slope for this EV space and the aisle shall not exceed 1 unit vertical in 48 units horizontal (2.083 percent slope) in any direction.

4.106.4.2.2.1.3 Accessible EV spaces.
In addition to the requirements in Sections 4.106.4.2.2.1.1 and 4.106.4.2.2.1.2, all EVSE, when installed, shall comply with the accessibility provisions for EV chargers in the California Building Code, Chapter 11B. EV ready spaces and EVCS in multifamily developments shall comply with California Building Code, Chapter 11A, Section 1109A.

4.106.4.2.3 EV space requirements.
1.Single EV space required. Install a listed raceway capable of accommodating a 208/240-volt dedicated branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or enclosure in close proximity to the location or the proposed location of the EV space. Construction documents shall identify the raceway termination point, receptacle or charger location, as applicable. The service panel and/ or subpanel shall have a 208/240-volt minimum dedicated branch circuit, including branch circuit overcurrent protective device installed, or space(s) reserved to permit installation of a branch circuit overcurrent protective device.

Exception: A raceway is not required if a minimum 40-ampere 208/240-volt dedicated EV branch circuit is installed in close proximity to the location or the proposed location of the EV space, at the time of original construction in accordance with the California Electrical Code.

2.Multiple EV spaces required. Construction documents shall indicate the raceway termination point and the location of installed or future EV spaces, receptacles or EV chargers. Construction documents shall also provide information on amperage of installed or future receptacles or EVSE, raceway method(s), wiring schematics and electrical load calculations. Plan design shall be based upon a 40-ampere minimum branch circuit. Required raceways and related components that are planned to be installed underground, enclosed, inaccessible or in concealed areas and spaces shall be installed at the time of original construction.

Exception: A raceway is not required if a minimum 40-ampere dedicated EV branch circuit is installed in close proximity to the location or the proposed location of the EV space at the time of original construction in accordance with the California Electrical Code.

4.106.4.2.4 Identification.
The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE" in accordance with the California Electrical Code.

4.106.4.2.5 Electric Vehicle Ready Space Signage.
Electric vehicle ready spaces shall be identified by signage or pavement markings, in compliance with Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Markings) or its successor(s).

4.106.4.3 Electric vehicle charging for additions and alterations of parking facilities serving existing multifamily buildings.
When new parking facilities are added, or electrical systems or lighting of existing parking facilities are added or altered and the work requires a building permit, ten (10) percent of the total number of parking spaces added or altered shall be electric vehicle charging spaces (EV spaces) capable of supporting future Level 2 EVSE.

Notes:

1.Construction documents are intended to demonstrate the project's capability and capacity for facilitating future EV charging.

2.There is no requirement for EV spaces to be constructed or available until EV chargers are installed for use.

DIVISION 4.2 ENERGY EFFICIENCY

4.201 GENERAL
4.201.1 SCOPE. For the purposes of mandatory energy efficiency standards in this code, the California Energy Commission will continue to adopt mandatory standards.

DIVISION 4.3 WATER EFFICIENCY AND CONSERVATION

4.303 INDOOR WATER USE
4.303.1 WATER CONSERVING PLUMBING FIXTURES AND FITTINGS. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the sections 4.303.1.1, 4.303.1.2, 4.303.1.3, and 4.303.4.4.

Note: All noncompliant plumbing fixtures in any residential real property shall be replaced with water-conserving plumbing fixtures. Plumbing fixture replacement is required prior to issuance of a certificate of final completion, certificate of occupancy, or final permit approval by the local building department. See Civil Code Section 1101.1, et seq., for the definition of a noncompliant plumbing fixture, types of residential buildings affected and other important enactment dates.

4.303.1.1 Water Closets. The effective flush volume of all water closets shall not exceed 1.28 gallons per flush. Tank-type water closets shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Tank-type Toilets.

Note: The effective flush volume of dual flush toilets is defined as the composite, average flush volume of two reduced flushes and one full flush.

4.303.1.2 Urinals. The effective flush volume of wall mounted urinals shall not exceed 0.125 gallons per flush. The effective flush volume of all other urinals shall not exceed 0.5 gallons per flush.

4.303.1.3 Showerheads.

4.303.1.3.1 Single Showerhead. Showerheads shall have a maximum flow rate of not more than 1.8 gallons per minute at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Showerheads.

4.303.1.3.2 Multiple showerheads serving one shower. When a shower is served by more than one showerhead, the combined flow rate of all the showerheads and/or other shower outlets controlled by a single valve shall not exceed 1.8 gallons per minute at 80 psi, or the shower shall be designed to only allow one shower outlet to be in operation at a time.

Note: A hand-held shower shall be considered a showerhead.

4.303.1.4 Faucets.

4.303.1.4.1 Residential Lavatory Faucets. The maximum flow rate of residential lavatory faucets shall not exceed 1.2 gallons per minute at 60 psi. The minimum flow rate of residential lavatory faucets shall not be less than 0.8 gallons per minute at 20 psi.

4.303.1.4.2 Lavatory Faucets in Common and Public Use Areas. The maximum flow rate of lavatory faucets installed in common and public use areas (outside of dwellings or sleeping units) in residential buildings shall not exceed 0.5 gallons per minute at 60 psi.

4.303.1.4.3 Metering Faucets. Metering faucets when installed in residential buildings shall not deliver more than 0.2 gallons per cycle.

4.303.1.4.4 Kitchen Faucets. The maximum flow rate of kitchen faucets shall not exceed 1.8 gallons per minute at 60 psi. Kitchen faucets may temporarily increase the flow above the maximum rate, but not to exceed 2.2 gallons per minute at 60 psi, and must default to a maximum flow rate of 1.8 gallons per minute at 60 psi.

Note: Where complying faucets are unavailable, aerators or other means may be used to achieve reduction.

4.303.1.4.5 Pre-rinse spray valves.
When installed, shall meet the requirements in the *California Code of Regulations*, Title 20 (Appliance Efficiency Regulations), Sections 1605.1 (h)(4) Table H-2, Section 1605.3 (h)(4)(A), and Section 1607 (d)(7) and shall be equipped with an integral automatic shutoff.

FOR REFERENCE ONLY: The following table and code section have been reprinted from the *California Code of Regulations*, Title 20 (Appliance Efficiency Regulations),Section 1605.1 (h)(4) and Section 1605.3 (h)(4)(A).

TABLE H-2

STANDARDS FOR COMMERCIAL PRE-RINSE SPRAY VALVES MANUFACTURED ON OR AFTER JANUARY 28, 2019

PRODUCT CLASS [spray force in ounce force (ozf)]	MAXIMUM FLOW RATE (gpm)
Product Class 1 (≤ 5.0 ozf)	1.00
Product Class 2 (> 5.0 ozf and ≤ 8.0 ozf)	1.20
Product Class 3 (> 8.0 ozf)	1.28

Title 20 Section 1605.3 (h)(4)(A): Commercial prerinse spray valves manufactured on or after January 1, 2006, shall have a minimum spray force of not less than 4.0 ounces-force (ozf)[113 grams-force(gf)]

4.303.2 Submeters for multifamily buildings and dwelling units in mixed-used residential/commercial buildings.
Submeters shall be installed to measure water usage of individual rental dwelling units in accordance with the *California Plumbing Code*.

4.303.3 Standards for plumbing fixtures and fittings. Plumbing fixtures and fittings shall be installed in accordance with the *California Plumbing Code*, and shall meet the applicable standards referenced in Table 1701.1 of the *California Plumbing Code*.

NOTE:
THIS TABLE COMPILES THE DATA IN SECTION 4.303.1, AND IS INCLUDED AS A CONVENIENCE FOR THE USER.

TABLE - MAXIMUM FIXTURE WATER USE

FIXTURE TYPE	FLOW RATE
SHOWER HEADS (RESIDENTIAL)	1.8 GMP @ 80 PSI
LAVATORY FAUCETS (RESIDENTIAL)	MAX. 1.2 GPM @ 60 PSI MIN. 0.8 GPM @ 20 PSI
LAVATORY FAUCETS IN COMMON & PUBLIC USE AREAS	0.5 GPM @ 60 PSI
KITCHEN FAUCETS	1.8 GPM @ 60 PSI
METERING FAUCETS	0.2 GAL/CYCLE
WATER CLOSET	1.28 GAL/FLUSH
URINALS	0.125 GAL/FLUSH

4.304 OUTDOOR WATER USE
4.304.1 OUTDOOR POTABLE WATER USE IN LANDSCAPE AREAS. Residential developments shall comply with a local water efficient landscape ordinance or the current California Department of Water Resources' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent.

NOTES:
1. The Model Water Efficient Landscape Ordinance (MWELO) is located in the *California Code Regulations*, Title 23, Chapter 2.7, Division 2. MWELO and supporting documents, including water budget calculator, are available at: https://www.water.ca.gov/

DIVISION 4.4 MATERIAL CONSERVATION AND RESOURCE EFFICIENCY

4.406 ENHANCED DURABILITY AND REDUCED MAINTENANCE
4.406.1 RODENT PROOFING. Annular spaces around pipes, electric cables, conduits or other openings in sole/bottom plates at exterior walls shall be protected against the passage of rodents by closing such openings with cement mortar, concrete masonry or a similar method acceptable to the enforcing agency.

4.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING
4.408.1 CONSTRUCTION WASTE MANAGEMENT. Recycle and/or salvage for reuse a minimum of 65 percent of the non-hazardous construction and demolition waste in accordance with either Section 4.408.2, 4.408.3 or 4.408.4, or meet a more stringent local construction and demolition waste management ordinance.

Exceptions:
1. Excavated soil and land-clearing debris.
2. Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist or are not located reasonably close to the jobsite.
3. The enforcing agency may make exceptions to the requirements of this section when isolated jobsites are located in areas beyond the haul boundaries of the diversion facility.

4.408.2 CONSTRUCTION WASTE MANAGEMENT PLAN. Submit a construction waste management plan in conformance with Items 1 through 5. The construction waste management plan shall be updated as necessary and shall be available during construction for examination by the enforcing agency.

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source separated) or bulk mixed (single stream).
3. Identify diversion facilities where the construction and demolition waste material collected will be taken.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.

4.408.3 WASTE MANAGEMENT COMPANY. Utilize a waste management company, approved by the enforcing agency, which can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with Section 4.408.1.

Note: The owner or contractor may make the determination if the construction and demolition waste materials will be diverted by a waste management company.

4.408.4 WASTE STREAM REDUCTION ALTERNATIVE [LR]. Projects that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed 3.4 lbs./sq.ft. of the building area shall meet the minimum 65% construction waste reduction requirement in Section 4.408.1

4.408.4.1 WASTE STREAM REDUCTION ALTERNATIVE. Projects that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed 2 pounds per square foot of the building area, shall meet the minimum 65% construction waste reduction requirement in Section 4.408.1

4.408.5 DOCUMENTATION. Documentation shall be provided to the enforcing agency which demonstrates compliance with Section 4.408.2, items 1 through 5, Section 4.408.3 or Section 4.408.4..

Notes:
1. Sample forms found in "A Guide to the California Green Building Standards Code (Residential)" located at www.hcd.ca.gov/CALGreen.html may be used to assist in documenting compliance with this section.
2. Mixed construction and demolition debris (C & D) processors can be located at the California Department of Resources Recycling and Recovery (CalRecycle).

4.410 BUILDING MAINTENANCE AND OPERATION
4.410.1 OPERATION AND MAINTENANCE MANUAL. At the time of final inspection, a manual, compact disc, web-based reference or other media acceptable to the enforcing agency which includes all of the following shall be placed in the building:

1. Directions to the owner or occupant that the manual shall remain with the building throughout the life cycle of the structure.
2. Operation and maintenance instructions for the following:
   a. Equipment and appliances, including water-saving devices and systems, HVAC systems, photovoltaic systems, electric vehicle chargers, water-heating systems and other major appliances and equipment.
   b. Roof and yard drainage, including gutters and downspouts.
   c. Space conditioning systems, including condensers and air filters.
   d. Landscape irrigation systems.
   e. Water reuse systems.
3. Information from local utility, water and waste recovery providers on methods to further reduce resource consumption, including recycle programs and locations.
4. Public transportation and/or carpool options available in the area.
5. Educational material on the positive impacts of an interior relative humidity between 30-60 percent and what methods an occupant may use to maintain the relative humidity level in that range.
6. Information about water-conserving landscape and irrigation design and controllers which conserve water.
7. Instructions for maintaining gutters and downspouts and the importance of diverting water at least 5 feet away from the foundation.
8. Information on required routine maintenance measures, including, but not limited to, caulking, painting, grading around the building, etc.
9. Information about state solar energy and incentive programs available.
10. A copy of all special inspections verifications required by the enforcing agency or this code.
11. Information from the Department of Forestry and Fire Protection on maintenance of defensible space around residential structures.
12. Information and/or drawings identifying the location of grab bar reinforcements.

4.410.2 RECYCLING BY OCCUPANTS. Where 5 or more multifamily dwelling units are constructed on a building site, provide readily accessible area(s) that serves all buildings on the site and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, organic waster, and metals, or meet a lawfully enacted local recycling ordinance, if more restrictive.

Exception: Rural jurisdictions that meet and apply for the exemption in Public Resources Code Section 42649.82 (a)(2)(A) et seq. are note required to comply with the organic waste portion of this section.

DIVISION 4.5 ENVIRONMENTAL QUALITY

SECTION 4.501 GENERAL
4.501.1 Scope
The provisions of this chapter shall outline means of reducing the quality of air contaminants that are odorous, irritating and/or harmful to the comfort and well being of a building's installers, occupants and neighbors.

SECTION 4.502 DEFINITIONS
5.102.1 DEFINITIONS
The following terms are defined in Chapter 2 *(and are included here for reference)*

AGRIFIBER PRODUCTS. Agrifiber products include wheatboard, strawboard, panel substrates and door cores, not including furniture, fixtures and equipment (FF&E) not considered base building elements.

COMPOSITE WOOD PRODUCTS. Composite wood products include hardwood plywood, particleboard and medium density fiberboard. "Composite wood products" does not include hardboard, structural plywood, structural panels, structural composite lumber, oriented strand board, glued laminated timber, prefabricated wood I-joists or finger-jointed lumber, all as specified in California Code of regulations (CCR), title 17, Section 93120.1.

DIRECT-VENT APPLIANCE. A fuel-burning appliance with a sealed combustion system that draws all air for combustion from the outside atmosphere and discharges all flue gases to the outside atmosphere.

DISCLAIMER: *THIS DOCUMENT IS PROVIDED AND INTENDED TO BE USED AS A MEANS TO INDICATE AREAS OF COMPLIANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN) CODE. DUE TO THE VARIABLES BETWEEN BUILDING DEPARTMENT JURISDICTIONS, THIS CHECKLIST IS TO BE USED ON AN INDIVIDUAL PROJECT BASIS AND MAY BE MODIFIED BY THE END USER TO MEET THOSE INDIVIDUAL NEEDS. THE END USER ASSUMES ALL RESPONSIBILITY ASSOCIATED WITH THE USE OF THIS DOCUMENT, INCLUDING VERIFICATION WITH THE FULL CODE.*

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SHEET TITLE
CAL-GREEN MANDATORY MEASURES PAGE 1

REVISION TABLE		
NUMBER	DATE	REVISED BY

DATE:
1/18/2026

SHEET: A-23

SCALE:

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
RESIDENTIAL MANDATORY MEASURES, SHEET 2 (January 2023)

Y = YES
N/A = NOT APPLICABLE
RESPON. PARTY = OWNER, CONSULTANT (ie: ARCHITECT, ENGINEER, OWNER, CONTRACTOR, INSPECTOR ETC.)

MAXIMUM INCREMENTAL REACTIVITY (MIR). The maximum change in weight of ozone formed by adding a compound to the "Base Reactive Organic Gas (ROG) Mixture" per weight of compound added, expressed to hundredths of a gram (g O^3/g ROC).
Note: MIR values for individual compounds and hydrocarbon solvents are specified in CCR, Title 17, Sections 94700 and 94701.

MOISTURE CONTENT. The weight of the water in wood expressed in percentage of the weight of the oven-dry wood.

PRODUCT-WEIGHTED MIR (PWMIR). The sum of all weighted-MIR for all ingredients in a product subject to this article. The PWMIR is the total product reactivity expressed to hundredths of a gram of ozone formed per gram of product (excluding container and packaging).
Note: PWMIR is calculated according to equations found in CCR, Title 17, Section 94521 (a).

REACTIVE ORGANIC COMPOUND (ROC). Any compound that has the potential, once emitted, to contribute to ozone formation in the troposphere.

VOC. A volatile organic compound (VOC) broadly defined as a chemical compound based on carbon chains or rings with vapor pressures greater than 0.1 millimeters of mercury at room temperature. These compounds typically contain hydrogen and may contain oxygen, nitrogen and other elements. See CCR Title 17, Section 94508(a).

4.503 FIREPLACES

4.503.1 GENERAL. Any installed gas fireplace shall be a direct-vent sealed-combustion type. Any installed woodstove or pellet stove shall comply with U.S. EPA New Source Performance Standards (NSPS) emission limits as applicable, and shall have a permanent label indicating they are certified to meet the emission limits. Woodstoves, pellet stoves and fireplaces shall also comply with applicable local ordinances.

4.504 POLLUTANT CONTROL

4.504.1 COVERING OF DUCT OPENINGS & PROTECTION OF MECHANICAL EQUIPMENT DURING CONSTRUCTION. At the time of rough installation, during storage on the construction site and until final startup of the heating, cooling and ventilating equipment, all duct and other related air distribution component openings shall be covered with tape, plastic, sheet metal or other methods acceptable to the enforcing agency to reduce the amount of water, dust or debris which may enter the system.

4.504.2 FINISH MATERIAL POLLUTANT CONTROL. Finish materials shall comply with this section.

4.504.2.1 Adhesives, Sealants and Caulks. Adhesives, sealant and caulks used on the project shall meet the requirements of the following standards unless more stringent local or regional air pollution or air quality management district rules apply:

1. Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable or SCAQMD Rule 1168 VOC limits, as shown in Table 4.504.1 or 4.504.2, as applicable. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene), except for aerosol products, as specified in Subsection 2 below.
2. Aerosol adhesives, and smaller unit sizes of adhesives, and sealant or caulking compounds (in units of product, less packaging, which do not weigh more than 1 pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of *California Code of Regulations*, Title 17, commencing with section 94507.

4.504.2.2 Paints and Coatings. Architectural paints and coatings shall comply with VOC limits in Table 1 of the *ARB Architectural Suggested Control Measure*, as shown in Table 4.504.3, unless more stringent local limits apply. The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 4.504.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in subsections 4.21, 4.36, and 4.37 of the 2007 California Air Resources Board, Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 4.504.3 shall apply.

4.504.2.3 Aerosol Paints and Coatings. Aerosol paints and coatings shall meet the Product-weighted MIR Limits for ROC in Section 94522(a)(2) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(e)(1) and (f)(1) of *California Code of Regulations*, Title 17, commencing with Section 94520; and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8, Rule 49.

4.504.2.4 Verification. Verification of compliance with this section shall be provided at the request of the enforcing agency. Documentation may include, but is not limited to, the following:

1. Manufacturer's product specification.
2. Field verification of on-site product containers.

TABLE 4.504.1 - ADHESIVE VOC LIMIT[1,2]

(Less Water and Less Exempt Compounds in Grams per Liter)

ARCHITECTURAL APPLICATIONS	VOC LIMIT
INDOOR CARPET ADHESIVES	50
CARPET PAD ADHESIVES	50
OUTDOOR CARPET ADHESIVES	150
WOOD FLOORING ADHESIVES	100
RUBBER FLOOR ADHESIVES	60
SUBFLOOR ADHESIVES	50
CERAMIC TILE ADHESIVES	65
VCT & ASPHALT TILE ADHESIVES	50
DRYWALL & PANEL ADHESIVES	50
COVE BASE ADHESIVES	50
MULTIPURPOSE CONSTRUCTION ADHESIVE	70
STRUCTURAL GLAZING ADHESIVES	100
SINGLE-PLY ROOF MEMBRANE ADHESIVES	250
OTHER ADHESIVES NOT LISTED	50
SPECIALTY APPLICATIONS	
PVC WELDING	510
CPVC WELDING	490
ABS WELDING	325
PLASTIC CEMENT WELDING	250
ADHESIVE PRIMER FOR PLASTIC	550
CONTACT ADHESIVE	80
SPECIAL PURPOSE CONTACT ADHESIVE	250
STRUCTURAL WOOD MEMBER ADHESIVE	140
TOP & TRIM ADHESIVE	250
SUBSTRATE SPECIFIC APPLICATIONS	
METAL TO METAL	30
PLASTIC FOAMS	50
POROUS MATERIAL (EXCEPT WOOD)	50
WOOD	30
FIBERGLASS	80

1. IF AN ADHESIVE IS USED TO BOND DISSIMILAR SUBSTRATES TOGETHER, THE ADHESIVE WITH THE HIGHEST VOC CONTENT SHALL BE ALLOWED.

2. FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THIS TABLE, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168.

TABLE 4.504.2 - SEALANT VOC LIMIT

(Less Water and Less Exempt Compounds in Grams per Liter)

SEALANTS	VOC LIMIT
ARCHITECTURAL	250
MARINE DECK	760
NONMEMBRANE ROOF	300
ROADWAY	250
SINGLE-PLY ROOF MEMBRANE	450
OTHER	420
SEALANT PRIMERS	
ARCHITECTURAL	
NON-POROUS	250
POROUS	775
MODIFIED BITUMINOUS	500
MARINE DECK	760
OTHER	750

TABLE 4.504.3 - VOC CONTENT LIMITS FOR ARCHITECTURAL COATINGS[2,3]

GRAMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS

COATING CATEGORY	VOC LIMIT
FLAT COATINGS	50
NON-FLAT COATINGS	100
NONFLAT-HIGH GLOSS COATINGS	150
SPECIALTY COATINGS	
ALUMINUM ROOF COATINGS	400
BASEMENT SPECIALTY COATINGS	400
BITUMINOUS ROOF COATINGS	50
BITUMINOUS ROOF PRIMERS	350
BOND BREAKERS	350
CONCRETE CURING COMPOUNDS	350
CONCRETE/MASONRY SEALERS	100
DRIVEWAY SEALERS	50
DRY FOG COATINGS	150
FAUX FINISHING COATINGS	350
FIRE RESISTIVE COATINGS	350
FLOOR COATINGS	100
FORM-RELEASE COMPOUNDS	250
GRAPHIC ARTS COATINGS (SIGN PAINTS)	500
HIGH TEMPERATURE COATINGS	420
INDUSTRIAL MAINTENANCE COATINGS	250
LOW SOLIDS COATINGS[1]	120
MAGNESITE CEMENT COATINGS	450
MASTIC TEXTURE COATINGS	100
METALLIC PIGMENTED COATINGS	500
MULTICOLOR COATINGS	250
PRETREATMENT WASH PRIMERS	420
PRIMERS, SEALERS, & UNDERCOATERS	100
REACTIVE PENETRATING SEALERS	350
RECYCLED COATINGS	250
ROOF COATINGS	50
RUST PREVENTATIVE COATINGS	250
SHELLACS	
CLEAR	730
OPAQUE	550
SPECIALTY PRIMERS, SEALERS & UNDERCOATERS	100
STAINS	250
STONE CONSOLIDANTS	450
SWIMMING POOL COATINGS	340
TRAFFIC MARKING COATINGS	100
TUB & TILE REFINISH COATINGS	420
WATERPROOFING MEMBRANES	250
WOOD COATINGS	275
WOOD PRESERVATIVES	350
ZINC-RICH PRIMERS	340

1. GRAMS OF VOC PER LITER OF COATING, INCLUDING WATER & EXEMPT COMPOUNDS

2. THE SPECIFIED LIMITS REMAIN IN EFFECT UNLESS REVISED LIMITS ARE LISTED IN SUBSEQUENT COLUMNS IN THE TABLE.

3. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, ARCHITECTURAL COATINGS SUGGESTED CONTROL MEASURE, FEB. 1, 2008. MORE INFORMATION IS AVAILABLE FROM THE AIR RESOURCES BOARD.

TABLE 4.504.5 - FORMALDEHYDE LIMITS[1]

MAXIMUM FORMALDEHYDE EMISSIONS IN PARTS PER MILLION

PRODUCT	CURRENT LIMIT
HARDWOOD PLYWOOD VENEER CORE	0.05
HARDWOOD PLYWOOD COMPOSITE CORE	0.05
PARTICLE BOARD	0.09
MEDIUM DENSITY FIBERBOARD	0.11
THIN MEDIUM DENSITY FIBERBOARD[2]	0.13

1. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIF. AIR RESOURCES BOARD, AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD AS TESTED IN ACCORDANCE WITH ASTM E 1333. FOR ADDITIONAL INFORMATION, SEE CALIF. CODE OF REGULATIONS, TITLE 17, SECTIONS 93120 THROUGH 93120.12.

2. THIN MEDIUM DENSITY FIBERBOARD HAS A MAXIMUM THICKNESS OF 5/16" (8 MM).

DIVISION 4.5 ENVIRONMENTAL QUALITY (continued)

4.504.3 CARPET SYSTEMS. All carpet installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.3.1 Carpet cushion. All carpet cushion installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.3.2 Carpet adhesive. All carpet adhesive shall meet the requirements of Table 4.504.1.

4.504.4 RESILIENT FLOORING SYSTEMS. Where resilient flooring is installed , at least 80% of floor area receiving resilient flooring shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.5 COMPOSITE WOOD PRODUCTS. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the buildings shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure for Composite Wood (17 CCR 93120 et seq.), by or before the dates specified in those sections, as shown in Table 4.504.5

4.504.5.1 Documentation. Verification of compliance with this section shall be provided as requested by the enforcing agency. Documentation shall include at least one of the following:

1. Product certifications and specifications.
2. Chain of custody certifications.
3. Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Section 93120, et seq.).
4. Exterior grade products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269, European 636 3S standards, and Canadian CSA 0121, CSA 0151, CSA 0153 and CSA 0325 standards.
5. Other methods acceptable to the enforcing agency.

4.505 INTERIOR MOISTURE CONTROL

4.505.1 General. Buildings shall meet or exceed the provisions of the *California Building Standards Code*.

4.505.2 CONCRETE SLAB FOUNDATIONS. Concrete slab foundations required to have a vapor retarder by California Building Code, Chapter 19, or concrete slab-on-ground floors required to have a vapor retarder by the California Residential Code, Chapter 5, shall also comply with this section.

4.505.2.1 Capillary break. A capillary break shall be installed in compliance with at least one of the following:

1. A 4-inch (101.6 mm) thick base of 1/2 inch (12.7mm) or larger clean aggregate shall be provided with a vapor barrier in direct contact with concrete and a concrete mix design, which will address bleeding, shrinkage, and curling, shall be used. For additional information, see American Concrete Institute, ACI 302.2R-06.
2. Other equivalent methods approved by the enforcing agency.
3. A slab design specified by a licensed design professional.

4.505.3 MOISTURE CONTENT OF BUILDING MATERIALS. Building materials with visible signs of water damage shall not be installed. Wall and floor framing shall not be enclosed when the framing members exceed 19 percent moisture content. Moisture content shall be verified in compliance with the following:

1. Moisture content shall be determined with either a probe-type or contact-type moisture meter.Equivalent moisture verification methods may be approved by the enforcing agency and shall satisfy requirements found in Section 101.8 of this code.
2. Moisture readings shall be taken at a point 2 feet (610 mm) to 4 feet (1219 mm) from the grade stamped end of each piece verified.
3. At least three random moisture readings shall be performed on wall and floor framing with documentation acceptable to the enforcing agency provided at the time of approval to enclose the wall and floor framing.

Insulation products which are visibly wet or have a high moisture content shall be replaced or allowed to dry prior to enclosure in wall or floor cavities. Wet-applied insulation products shall follow the manufacturers' drying recommendations prior to enclosure.

4.506 INDOOR AIR QUALITY AND EXHAUST

4.506.1 Bathroom exhaust fans. Each bathroom shall be mechanically ventilated and shall comply with the following:

1. Fans shall be ENERGY STAR compliant and be ducted to terminate outside the building.
2. Unless functioning as a component of a whole house ventilation system, fans must be controlled by a humidity control.
   a. Humidity controls shall be capable of adjustment between a relative humidity range less than or equal to 50% to a maximum of 80%. A humidity control may utilize manual or automatic means of adjustment.
   b. A humidity control may be a separate component to the exhaust fan and is not required to be integral (i.e., built-in)

Notes:

1. For the purposes of this section, a bathroom is a room which contains a bathtub, shower or tub/shower combination.
2. Lighting integral to bathroom exhaust fans shall comply with the *California Energy Code*.

4.507 ENVIRONMENTAL COMFORT

4.507.2 HEATING AND AIR-CONDITIONING SYSTEM DESIGN. Heating and air conditioning systems shall be sized, designed and have their equipment selected using the following methods:

1. The heat loss and heat gain is established according to ANSI/ACCA 2 Manual J - 2011 (Residential Load Calculation), ASHRAE handbooks or other equivalent design software or methods.
2. Duct systems are sized according to ANSI/ACCA 1 Manual D - 2014 (Residential Duct Systems), ASHRAE handbooks or other equivalent design software or methods.
3. Select heating and cooling equipment according to ANSI/ACCA 3 Manual S - 2014 (Residential Equipment Selection), or other equivalent design software or methods.

Exception: Use of alternate design temperatures necessary to ensure the system functions are acceptable.

CHAPTER 7
INSTALLER & SPECIAL INSPECTOR QUALIFICATIONS

702 QUALIFICATIONS

702.1 INSTALLER TRAINING. HVAC system installers shall be trained and certified in the proper installation of HVAC systems including ducts and equipment by a nationally or regionally recognized training or certification program. Uncertified persons may perform HVAC installations when under the direct supervision and responsibility of a person trained and certified to install HVAC systems or contractor licensed to install HVAC systems. Examples of acceptable HVAC training and certification programs include but are not limited to the following:

1. State certified apprenticeship programs.
2. Public utility training programs.
3. Training programs sponsored by trade, labor or statewide energy consulting or verification organizations.
4. Programs sponsored by manufacturing organizations.
5. Other programs acceptable to the enforcing agency.

702.2 SPECIAL INSPECTION [HCD]. When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition to other certifications or qualifications acceptable to the enforcing agency, the following certifications or education may be considered by the enforcing agency when evaluating the qualifications of a special inspector:

1. Certification by a national or regional green building program or standard publisher.
2. Certification by a statewide energy consulting or verification organization, such as HERS raters, building performance contractors, and home energy auditors.
3. Successful completion of a third party apprentice training program in the appropriate trade.
4. Other programs acceptable to the enforcing agency.

Notes:

1. Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.
2. HERS raters are special inspectors certified by the California Energy Commission (CEC) to rate homes in California according to the Home Energy Rating System (HERS).

[BSC] When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition, the special inspector shall have a certification from a recognized state, national or international association, as determined by the local agency. The area of certification shall be closely related to the primary job function, as determined by the local agency.

Note: Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.

703 VERIFICATIONS

703.1 DOCUMENTATION. Documentation used to show compliance with this code shall include but is not limited to, construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the enforcing agency which demonstrate substantial conformance. When specific documentation or special inspection is necessary to verify compliance, that method of compliance will be specified in the appropriate section or identified applicable checklist.

DISCLAIMER: THIS DOCUMENT IS PROVIDED AND INTENDED TO BE USED AS A MEANS TO INDICATE AREAS OF COMPLIANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS (CALGREEN) CODE. DUE TO THE VARIABLES BETWEEN BUILDING DEPARTMENT JURISDICTIONS, THIS CHECKLIST IS TO BE USED ON AN INDIVIDUAL PROJECT BASIS AND MAY BE MODIFIED BY THE END USER TO MEET THOSE INDIVIDUAL NEEDS. THE END USER ASSUMES ALL RESPONSIBILITY ASSOCIATED WITH THE USE OF THIS DOCUMENT, INCLUDING VERIFICATION WITH THE FULL CODE.

MJH DESIGN WORKS
MJH Design Works
P.O. Box 81
Woodacre, Ca,
94973

DESIGNER
Michael Hyde

Annie Zhou addition and remodel
2892 Mesquite Dr.
Santa Clara, CA.

SHEET TITLE
CAL-GREEN MANDATORY MEASURES PAGE 1

REVISION TABLE

NUMBER	DATE	REVISED BY

DATE:
1/18/2026

SHEET: A-24
SCALE:

City of Santa Clara
The Center of What's Possible

Building Division: 408-615-2440
Email: Building@santaclaraca.gov
Permit Center: 408-615-2420
Email: PermitCenter@santaclaraca.gov
Automated Inspection Scheduling System: 408-615-2400

2022 CALIFORNIA GREEN BUILDING CODE (CGC)
RESIDENTIAL CHECKLIST – Effectively July 1st, 2024

New residential buildings shall be designed to include the green building mandatory measures specified in this checklist. This checklist shall also be applied to additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. The requirements shall apply only to the specific area of the addition or alteration.

BUILDING PERMIT NO.: BLD2
ADDRESS: 2892 Mesquite Dr, Santa Clara, CA 95051

Feature or Measure	MANDATORY MEASURES SPECIFIED (Please check boxes below) Yes
SITE DEVELOPMENT (CGC 4.106)	
Storm water drainage and retention during construction. A plan shall be developed and shall be implemented to manage storm water drainage during construction per CGC 4.106.2.	☑
Grading and paving. Construction plans shall indicate how site grading or a drainage system will manage all surface water flows to keep water from entering buildings per CGC 4.106.3.	☑
Electric vehicle (EV) charging for new one- and two- family dwellings and town-houses with attached private garages and/or parking spaces not assigned to a dwelling unit, and ADU/JADU without additional parking but with electrical panel upgrades or new panels. Provide capability for electric vehicle charging with minimum required Level 1 EV Ready, Level 2 EV Ready, Low Power Level 2 EV Ready as specified in CGC 4.106.4.1 as amended by City of Santa Clara Reach Code Ordinance No.2056 (CSC 2023 Reach Code) section 15.38.040. ***Identification***: The raceway termination location shall be permanently and visibly marked as "Level 2 EV-READY" per CGC 4.106.4.1.1 as amended by CSC 2023 Reach Code section 15.38.040.	☑
Electric vehicle (EV) charging for new multifamily dwellings, affordable housing, hotels, motels, and new residential parking facilities. Provide electric vehicle infrastructure and capability for electric vehicle charging with minimum required Level 2 EV Charger, Level 1 EV Ready, Level 2 EV Ready, Low Power Level 2 EV Ready, EV Capable as specified in CSC 2023 Reach Code section 15.38.040 and 2022 California Green Code section 4.106.4.2, whichever is more stringent.	☐
110v Electrical Outlet at Bicycle Parking: All multifamily residential developments shall include secured bicycle parking with 110v electrical outlets per CSC 2023 Reach Code section 15.38.040.	☐
Location: EVCS shall be located adjacent to an accessible parking space, and/or on an accessible route, per CGC 4.106.4.2.2.1.1.	☐
Dimension: Each EV ready space or EVCS shall be minimum 18 ft long and 9 ft wide. One in every 25 charging spaces, but not less than one, shall have an 8 ft wide access aisle. A 5 ft wide minimum aisle shall be permitted provided the minimum width of the EV space is 12 feet. Surface slope for this EV space and the aisle shall not exceed 2.083% slope in any direction, per CGC 4.106.4.2.2.1.1.	☐
Accessibility: EV Ready and EVCS spaces shall comply with the accessibility provision for EV Charging stations in *California Building Code* Chapter 11A (section 1109A) and Chapter 11B, per CGC 4.106.4.2.2.1.2.	☐
EV Ready Space Signage: EV ready spaces shall be identified by signage or pavement markings, in compliance with Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Marking) or its successor(s), per CGC 4.106.4.2.5.	☐
Automatic load management system (ALMS) may be installed to increase the number of EV chargers or the amperage or voltage beyond the minimum requirements in this code. The option does not allow for installing less electrical panel capacity than would be required without ALMS, per CGC 4.106.4.2.2 as amended by CSC 2023 Reach Code section 15.38.040.	☐

BLD Permit No.:_____

Electric vehicle (EV) charging for additions or alterations of parking facilities serving existing multifamily buildings. When new parking facilities are added, or electrical systems or lighting of existing parking facilities are added or altered and the work requires a building permit, minimum 10% of total added/altered parking spaces shall be electrical vehicle charging spaces capable of supporting future Level 2 electric vehicle supply equipment (EVSE) per CGC 4.106.4.3. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPAB_E."	☐
ENERGY EFFICIENCY (CGC 4.201)	
California Energy Code. The building's construction shall meet or exceed the requirements of the 2022 *California Building Energy Efficiency Standards* per CGC 4.201.1.	☑
WATER EFFICIENCY AND CONSERVATION	
INDOOR WATER USE (CGC 4.303)	
Water conserving plumbing fixtures and fittings. Plumbing fixtures (water closets and urinals) and fittings (faucets, showerheads, pre-rinse spray valves) shall comply with the prescriptive requirements of Section 4.303.1.1 through 4.303.1.4.5.	☑
Water closets: The effective flush volume of all water closets shall not exceed 1.28 gallons per flush (CGC 4.303.1.1).	☑
Urinals: The effective flush volume of wall-mounted urinals shall not exceed 0.125 gallons per flush, and all other urinals shall not exceed 0.5 gallons per flush (CGC 4.303.1.2).	☐
Showerheads. The flow rate for single showerhead and multiple showerheads serving one shower shall not exceed 1.8 gallons per minute at 80 psi and shall be certified to the performance criteria of the U.S. EPA WaterSense Specification (CGC 4.303.1.3).	☑
Residential lavatory faucets. The flow rate shall not be more than 1.2 gallons per minute at 60 psi, and not less than 0.8 gallons per minute at 20 psi (CGC 4.303.1.4.1).	☑
Lavatory faucets in common and public use areas. The flow rate shall not exceed 0.5 gallons per minute at 60 psi (CGC 4.303.1.4.2).	☐
Metering Faucets. The flow rate shall not deliver more than 0.2 gallons per cycle (CGC 4.303.1.4.3).	☐
Kitchen Faucets. The flow rate shall not exceed 1.8 gallons per minute at 60 psi (CGC 4.303.1.4.4).	☑
Pre-rinse Spray Valves. When installed, shall meet the requirements of Title 20 of the *California Code of Regulations*, and shall be equipped with an integral automatic shutoff (CGC 4.303.1.4.5).	☐
Submeters for multifamily buildings and dwelling units in mixed-use residential/commercial buildings. Submeters shall be installed to measure water usage of individual rental dwelling units in accordance with the *California Plumbing Code* per CBC 4.303.2.	☐
Standards for plumbing fixtures and fittings. Plumbing fixtures and fittings shall meet the applicable standards referenced in Table 1701.1 of the *California Plumbing Code* per CGC 4.303.3.	☑
OUTDOOR WATER USE (CGC 4.304)	
Outdoor potable water use in landscape areas. Residential developments shall comply with the City's Water Service and Use Rules and Regulations, Item No. 24, as adopted by Santa Clara City Code Sect on 13.15.180, or the California Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent, per CGC 4.304.1.	☐
ENHANCED DURABILITY AND REDUCED MAINTENANCE (CGC 4.406)	
Rodent proofing. Annular spaces around pipes, electric cables, conduits or other openings in sole/bottom plates at exterior walls shall be rodent proofed by closing such openings with cement mortar, concrete masonry, or similar method acceptable to the City per CGC 4.406.1.	☐
CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING (CGC 4.408)	
Construction waste management. Recycle and/or salvage for reuse a minimum of 65% of nonhazardous construction and demolition waste in accordance with Section 4.408.2, 4.408.3, or 4.408.4, or meet a more stringent local construction and demolition waste management ordinance (CGC 4.408.1).	☑
BUILDING MAINTENANCE AND OPERATION (CGC 4.410)	
An operation and maintenance manual shall be provided to the building occupant or owner per CGC 4.410.1.	☑

BLD Permit No.:_____

Recycling by occupants. Where 5 or more multifamily dwelling units are constructed on a building site, provide readily accessible areas that serve all buildings on the site and are identified for depositing, storage and collection of nonhazardous materials for recycling per CGC 4.410.2.	☐
ENVIRONMENTAL QUALITY (CGC 4.503)	
Gas fireplace. Any installed gas fireplaces shall be a direct-vent sealed-combustion type per CGC 4.503.1.	☐
Woodstoves. Any installed woodstove or pellet stove shall comply with U.S. EPA New Source Performance standards (NSPS) emission limits as applicable and shall have a permanent label indicating they are certified to meet the emission limits per CGC 4.503.1. Woodstoves and pellet stoves shall also comply with Santa Clara City Code Chapter 15.65.	☐
POLLUTANT CONTROL (CGC 4.504)	
Covering of duct openings and protection of mechanical equipment during construction. At the time of rough installation, during storage on the construction site and until final startup of the heating, cooling and ventilating equipment, all duct and other related air distribution component openings shall be covered with tape, plastic, sheet metal, or other methods acceptable to the City to reduce the amount of water, dust or debris, which may enter the system per CGC 4.504.1.	☐
Adhesives, sealants and caulks shall meet the VOC or other toxic compound limits per CGC 4.504.2.1.	☑
Paints, stains and other coatings shall comply with VOC limits per CGC 4.504.2.2.	☑
Aerosol paints and coatings shall meet the product-weighted MIR limits for ROC and other requirements per CGC 4.504.2.3.	☑
Verification. Documentation shall be provided, at the request of the Building Division, to verify that compliant VOC-limit finish materials have been used per CGC 4.504.2.4.	☐
Carpet systems. All carpet installed in the building interior shall meet the testing and product requirements of CGC 4.504.3.	☐
Resilient flooring systems. Where resilient flooring is installed, at least 80% of the floor area receiving resilient flooring shall comply with the requirements of CGC 4.504.4.	☐
Composite wood products. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the building shall comply with low formaldehyde emissions standards and requirements per CGC 4.504.5.	☐
INTERIOR MOISTURE CONTROL (CGC 4.505)	
Concrete slab foundations. Vapor retarder and capillary break shall be installed if a slab-on-grade foundation system is used. The use of a 4" thick base of ½" or larger clean aggregate under a 10-mil vapor retarder with joints lapped not less than 6" shall be provided per CGC 4.505.2, CRC R506.2.2, CRC R506.2.3 and CBC Section 1805.	☐
Moisture content of building material. Building materials with visible signs of water damage shall not be installed. Wall and floor framing shall not be enclosed when the framing members exceed 19% moisture content. Moisture content shall be checked prior to finish material being applied per CGC 4.505.3.	☐
INDOOR AIR QUALITY AND EXHAUST (CGC 4.506)	
Bathroom exhaust fans. Each bathroom shall be mechanically ventilated using ENERGY STAR compliant fans ducted to the exterior and equipped with humidity controls system per CGC 4.506.1.	☐
ENVIRONMENTAL COMFORT (CGC 4.507)	
Heating and air-conditioning system shall be sized, designed and have their equipment selected using the following methods per CGC 4.507.2: 1. Heat Loss/Heat Gain values in accordance with ANSI/ACCA 2 Manual J-2016, ASHRAE handbook or equivalent. 2. Duct systems are sized according to ANSI/ACCA 1 Manual D-2016, ASHRAE handbook or equivalent. 3. Select heating and cooling equipment in accordance with ANSI/ACCA 3 Manual S-2014 or equivalent.	☐
INSTALLER AND SPECIAL INSPECTOR QUALIFICATION (CGC 702)	
Installer training. HVAC system installers shall be trained and certified in the proper installation of HVAC systems including ducts and equipment by a recognized training or certification program per CGC 702.1.	☐
Special inspection. Special inspectors employed by the City must be qualified and able to demonstrate competence in the discipline they are inspecting per CGC 702.2.	☐

BLD Permit No.:_____

VERIFICATION (CGC 703)	
Documentation. Upon request, verification of compliance with this code may include construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the building department which will show substantial conformance per CGC 703.1.	☑

Responsible Designer's Declaration Statement	Contractor Declaration Statement
I hereby certify that this project has been designed to meet the requirements of the 2022 California Green Building Standards Code.	I hereby certify, as the builder or installer under the permit listed herein, that this project will be constructed to meet the requirements of the California Green Building Standards Code.
Name: Fiona Wang	Name:
Signature: *Fiona Wang*	Signature:
Date: 06/30/2025	Date:
Company: Fiona Wang Design	License:
Address: 255 N 11th Street	Address:
City: San Jose State: CA Zip: 95112	City: State: Zip:

City of Santa Clara
The Center of What's Possible

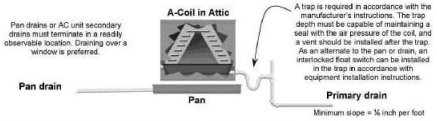
Building Division: 408-615-2440
Email: Building@santaclaraca.gov
Permit Center: 408-615-2420
Email: PermitCenter@santaclaraca.gov
Automated Inspection Scheduling System: 408-615-2400

RESIDENTIAL CONDENSATE DISPOSAL REQUIREMENTS

Air conditioner cooling coils require a condensate drain with a trap in accordance with the manufacturer's instructions [CMC310.1]. The drain must discharge by gravity to a drywell or an indirect waste, or to a condensate pump that connects to an indirect waste. An indirect waste connection can be made to a janitor sink or laundry standpipe, an accessible inlet on a bathtub overflow, or to a lavatory tailpiece in the unit controlled by the same person controlling the air-conditioned space [CMC 310.6]. Condensate from a high efficiency (Category IV) furnace can be combined with the AC condensate.
Condensate cannot be combined with the discharge of a temperature and pressure relief valve [CPC 608.5].

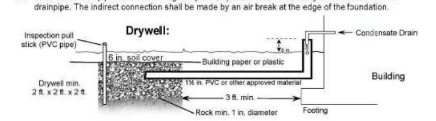
Condensate waste pipes must be at least ¾ in. diameter and slope at least ⅛ inch per foot. Condensate pumps are allowed if interlocked to prevent AC operation during pump failure. Condensate pump discharge tubing must rise vertically to a point where it is possible to connect to a gravity condensate drain [CMC 310.1.1]

Air conditioner cooling coils in an attic or over any other area where leakage could cause damage require protection to prevent damage in the event of a blocked drain. 4 methods are acceptable (1) a drain pan that extends fully beneath the area of the cooling unit and equipped with a separate drain line; (2) a separate drain line at a higher location in the AC unit's drain pan; (3) a drain pan without a discharge line but equipped with a water-level detection device interlocked to the appliance; (4) a water-level detection device interlocked to the appliance – typically located in the drain trap. For methods 1 & 2, the discharge pipe must go to a location that is readily observed – typically over a window. [CMC 310.2] These requirements also apply to high-efficiency (Category IV) furnaces.



Residential condensate is typically terminated in drywells. Drywell specifications are as follows:

1. The minimum size of a residential drywell is 2-foot square by 2 foot deep.
2. The nearest edge of the drywell shall be at least 3 feet from any structure or building foundation.
3. The drywell shall be filled with minimum 1" rock.
4. The top of the drywell shall be covered with building paper or plastic sheeting with 6" of earth or concrete above the paper.
5. The condensate pipe from the cooling coil (min. ¾") shall connect indirectly to a minimum 1½ in. drainpipe. The indirect connection shall be made by an air break at the edge of the foundation.



COMMERCIAL / INDUSTRIAL REQUIREMENTS

Terminating condensate discharge from commercial and industrial air-conditioning units must follow these specifications:

1. **Trap and vent the air-conditioning condensate drains per the condition of the listing of the equipment and in accordance with the requirements of the Uniform Mechanical Code.**
2. Terminate the condensate using one of the following methods:
   a. **To a landscaped area properly designed to accommodate the volume of condensate.**
   b. **To a properly designed storm-water treatment system, e.g., a bio-retention unit.**
   c. **Indirectly to the sanitary sewer, subject to all wastewater permitting requirements and fees. Contact the Environmental Services Department at 408-793-5300.**
   d. **If none of the above methods is feasible, the City Building Division may allow an indirect discharge of condensate to the storm drain system. Indirect connections must be outside the building. The condensate drain line must be hard piped to the storm drain.**

Terminating the condensate to a parking lot or roof surface is not allowed.

MJH DESIGN WORKS
MJH Design Works
P.O. Box 81
Woodacre, Ca, 94973
DESIGNER
Michael Hyde

Annie Zhou addition and remodel
2892 Mesquite Dr.
Santa Clara, CA.

SHEET TITLE
GREEN BUILDING CHECK-LIST

REVISION TABLE		
NUMBER	DATE	REVISED BY

DATE:
1/18/2026

SHEET: A-25
SCALE:

City of Santa Clara The Center of What's Possible	Planning Division: (408) 615-2450 Email: planning@santaclaraca.gov

Planning Appeal Form

Instructions

Use this form to appeal a decision made at the Development Review Hearing or Planning Commission. **All appeals must be filed with the Planning Division within seven calendar days of the action being appealed.**

Appeals from the Development Review Hearing are made to the Planning Commission (for single-family residential projects) or to the City Council (for projects other than single-family residential projects) and will be set for hearing on the next available agenda. Appeals from the Planning Commission are made to the City Council and will be placed on a subsequent City Council Agenda. Please contact the Planning Division at the number listed above with any inquiries about the process.

Applications will be filed through the City's Permitting Online Portal. You will need to register for an account to file. Applications may also be filed in person at the Permit Center, City Hall, 1500 Warburton Avenue, Santa Clara.

Information submitted on this form is public record.

Appeal Fees

Appeal Fees are set by the Municipal Code of the City of Santa Clara and are subject to annual review. Submitted appeals will be invoiced by staff for payment. **Fee payment must be received by the City of Santa Clara before this form submittal can be certified as complete.**

Appellant Declaration

Name: Andrea Cosmin and Sorin Spanoche

Street Address: 2896 Mesquite Dr

City, State, Zip Code: Santa Clara, CA 95051

Phone number: (408) 204-6809

E-mail address: amc9612@gmail.com

In accordance with the provisions of the Municipal Code of the City of Santa Clara, I hereby appeal the following action at the:

☐ Development Review Hearing ■ Planning Commission

at it's meeting of 02/11/2026 .
(date)

Agenda Item No.: 3

File No.(s): 26-52

Address:/APN(s): 2892 Mesquite Dr, Santa Clara, CA 95051

Appellant Statement
(If more space is required, attach a separate sheet of paper.)

Action being appealed:

Resolution on Appeal (PLN25-00561) of Development Review Officer's Approval at 2892 Mesquite Drive for an Architectural Review (PLN25-00295), requesting that conditions of approval P3 (guest bedroom setbacks for sight line preservation of the adjacent property) and P4 (front yard landscape) be defined with measurable criteria.

Reason for Appeal:

The Approval (that was reaffirmed in the Public Hearing at the Planning Commission meeting on 02/11/2026, with a 4-3 vote) relies on Conditions P3 and P4 to support the Architectural Review findings that the project will not unreasonably interfere with neighboring property's use and enjoyment and is compatible with the neighborhood's character.

But P3 and P4 are are unenforceable in their current form.

(Please see attached page for further details.)

Certification of Authenticity

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

02/18/2025
Date

To: City of Santa Clara Council
Project: 2892 Mesquite Dr, File No. PLN26-00094

Applicant: Andrea Cosmin and Sorin Spanoche
2896 Mesquite Dr,
Santa Clara, CA 95051
Amc9612@gmail.com

Date: 04/01/2026

Subject: PLN26-00094: Appeal to City Council of PLN25-00561 - 2892 Mesquite Drive Architectural Review (PLN25-00295) *Requesting measurable criteria for Conditions P3 and P4*

Dear City Council,

Thank you for your time and consideration for our appeal.

Action Being Appealed

Resolution on Appeal (PLN25-00561) of the Development Review Officer's Approval at 2892 Mesquite Drive for an Architectural Review (PLN25-00295), requesting that Conditions of Approval P3 (guest bedroom setbacks for sight line preservation of the adjacent property) and P4 (front yard landscape) be defined with measurable, enforceable criteria.

We are not appealing to block the project. We support updates and improvements to neighboring properties. Our appeal is focused solely on the fact that the project's approval relies on Conditions P3 and P4 to mitigate massing and sight line impacts, yet these conditions lack the measurable standards necessary for enforcement during the plan check and inspection phases.

The City's Architectural Review findings include that the design and location of the project "will not unreasonably interfere with the use and enjoyment of neighboring developments" and is consistent with neighborhood character (SCCC 18.30.010.A).

The plan of the neighborhood and how the houses were originally built ensure that all homes have appropriate openings towards the street, without obstructions from neighboring buildings.

We would like to highlight that our property has the **narrowest front (40 ft)** and very long distance from the front rooms from the lot line **(53 ft).** This compares with **49.77 ft** and about **38 ft,** respectively for the existing building at 2892 Mesquite dr. Typical lots in our neighborhood have a front of about **65 ft** (Exhibit A).

Why Measurable Criteria Are Necessary

The code prescribes baseline minimums for rectangular lots, and P3 and P4 are discretionary mitigations intended to address impacts beyond those minimums - precisely because these pie-shaped lots present special circumstances that standard setback rules do not contemplate.

The Review Officer acknowledged this when P3 was added at the December 2025 Architectural Review public hearing: "*These are three unique properties in this tract. And building the property out does impact the neighboring property.*"

The approval included two conditions:

> **P3. Guest Bedroom Setback:** *The proposed guest bedroom shall adhere to the prevailing development pattern in the subdivision by reducing the footprint of the proposed guest room by providing a greater front and side setback. The setbacks shall preserve the existing sight line of the adjacent property.*
>
> **P4. Front Yard Landscape:** *Bushes and code-compliant hedges shall be added to the front yard.*

As currently written, terms like "greater front and side setback" and "sight line preservation" are open to interpretation. Without specific numerical criteria (e.g., "a minimum additional setback of X feet from the front"), these conditions are **effectively unenforceable** by City staff during the building permit review process. There are no current code definitions for pie/wedge-shaped lots, and the conditions were intended to ensure equitable sight lines for all residents, regardless of lot geometry.

The Owner's Response Highlights the Problem

Since the conditional approvals - which the current owners accepted without appealing - the owners' response to Condition P3's requirement for a "greater setback" has been a wall retraction of approximately **8½ inches at the front.** 8½ inches is comparable with the length of a single brick. This is precisely why numerical criteria are necessary - without them, a cosmetic adjustment can be presented as compliance with a condition that was clearly intended to produce a meaningful reduction in massing and sight line impact.

The Planning Commission Resolution

The Planning Commission reaffirmed the Approval on February 11, 2026, with a **narrow 4-3 vote** - nearly half the Commission was not satisfied that the conditions, as written, could be checked to adequately address the impacts.

During deliberation, Commissioner Cherukuru stated: "…*If I had an opportunity to suggest, I would suggest the architect to rethink the front.*" She acknowledged that design review exists precisely because meeting minimum code standards does not automatically make a design compatible with the neighborhood: "*If everything was allowed by right… then they didn't have to go through a discretionary approval at all. Why is there a design review committee, then?*"

The Planning Commission strongly encouraged a neighborly compromise to define these criteria. The current owners have explicitly refused to engage in any discussion to reach a mutual agreement.

Fence Does Not Satisfy the Hedge Requirement and Worsens the Sight Line Impact

Condition P4 specifically mandates "bushes and code-compliant hedges." Instead, after the February 11, 2026 Planning Commission Review where we expressed our concerns about a new tall fence, the current owners have erected a **6+1-foot-tall fence extending approximately 20 feet further into the front yard** than the existing (lower) fence.

The fence extension actively **undermines the sight line preservation that Condition P3 was designed to protect**. For 23 years, including the 7 years since the adjacent property was purchased by the current owner, our home had an unobstructed sight line to and from the street.

Due to the narrow front and very long distance of the front rooms from the lot line, the fence makes our home feel as though it is situated in the backyard of the neighboring property, rather than facing a street.

The fence extension also raises a practical security concern: as our front door is further from the street than is typical in the neighborhood, the tall fence now provides concealment that makes it easier for someone to approach our home entrance unseen.

Our Request

We respectfully ask the City Council to direct the Planning team to amend the Conditions of Approval to include objectively defined, measurable criteria:

For Condition P3 - Guest Bedroom Setback:

Set back the front wall of the guest bedroom addition approximately **4 feet** to align with the front plane of the planned foyer addition. This is consistent with the prevailing development pattern referenced in Condition P3 itself. Neighboring homes on pie-shaped lots were designed so that no structure projects significantly in front of an adjacent home's primary façade.

This would be consistent with the existing building and the design pattern in the neighborhood and could help preserve at least one of the mature Japanese maples currently in the front yard, rather than removing it and replacing it with a small olive tree as shown in the current plans.

For Condition P4 - Front Yard Landscape:

Limit a 6+1 feet fence to the extent of the previously existing low fence or reduce the height of the approximately 20-foot new extension to **3 feet**, consistent with similar front-yard fences in the neighborhood. The tall fence contradicts the sight line preservation intent of Condition P3. We do not object to the fence height adjacent to the current building walls, where it serves a privacy function from the newly proposed kitchen window on the side wall close to the front our home (where there is no window right now).

Closing

We want to emphasize the modesty of our request. We are not asking for the 5-foot side setback preservation that all homes on regular lots are entitled to. We are just asking for measurable criteria that ensure the Conditions of Approval achieve their stated purpose: preserving equitable sight lines for all residents, regardless of lot geometry.

We trust the City Council to ensure that the conditions attached to this approval are meaningful and enforceable - so that they protect not only our home's livability, but also the neighborhood character that made this community worth choosing 23 years ago and worth preserving for the future.

Thank you for your time and consideration.

Respectfully,
Andrea Cosmin and Sorin Spanoche

Exhibit A: Vicinity map (32 – 2892 Mesquite Dr., 31 – 2896 Mesquite Dr.)

Exhibit B: Sight line prior to February 17 2026

Exhibit C: 2892 2896 Mesquite drive site plan (based on 1’-0” = 1/8” scale drawings)

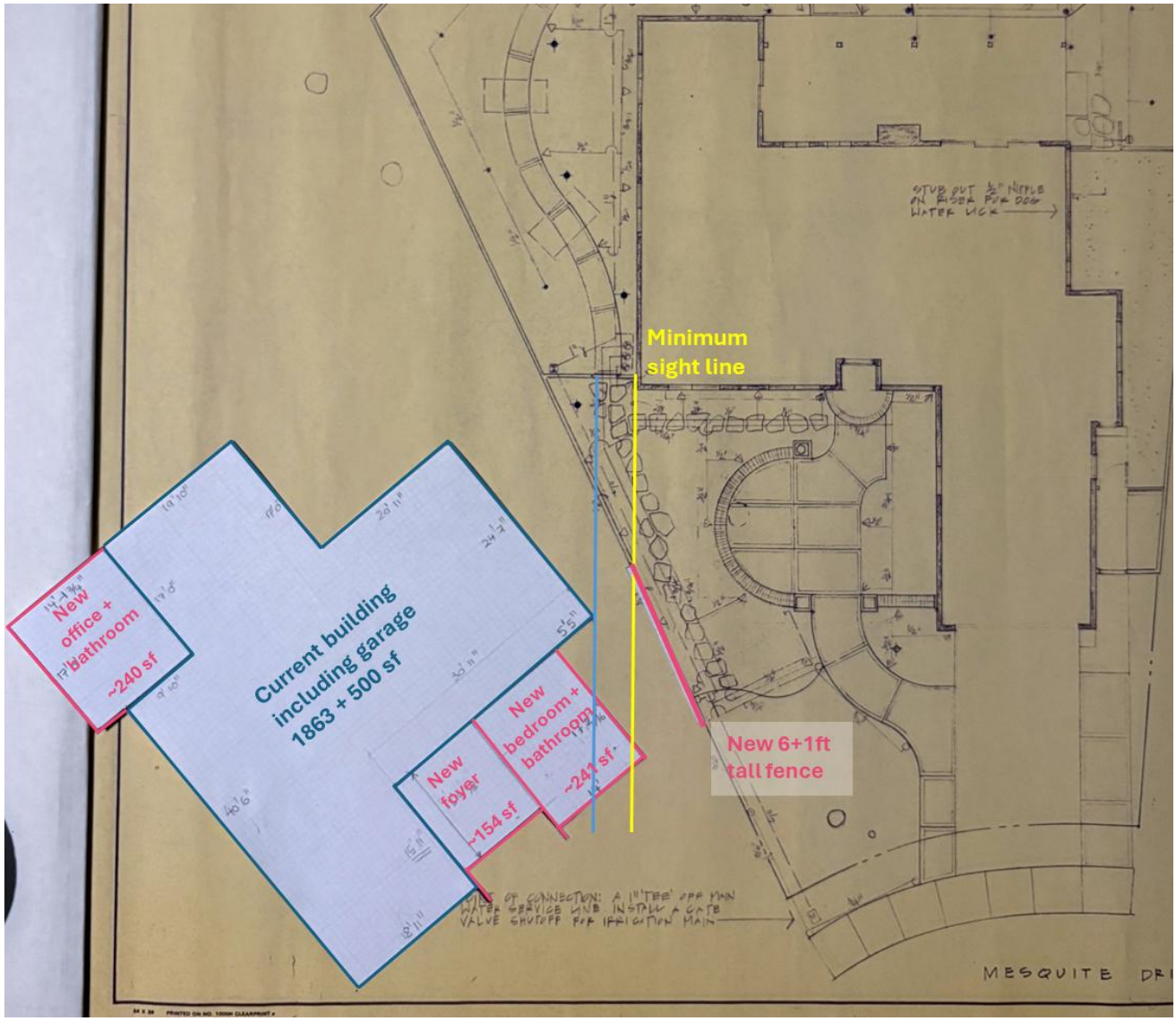
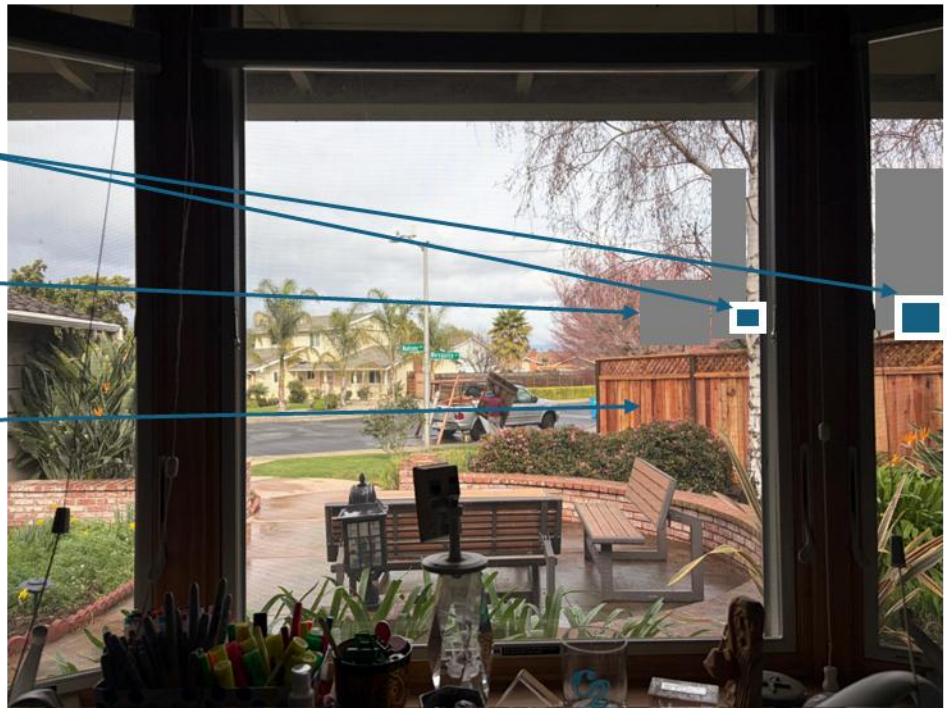


Exhibit D: Impact of new fence and planned building extension simple rendering on front rooms' sight lines (looking straight ahead)

Room 1



Room 2

New
side-windows
New
front addition
Newly erected
6+1ft tall fence

26-377 **Agenda Date: 4/7/2026**

REPORT TO COUNCIL

SUBJECT

Reconsideration of Action on an Agreement with Peregrine Technologies, Inc. for a Data Integration Platform and Professional Services for a Not-to-Exceed Amount of $2,802,002 Over a Ten-Year Term and to Approve the Related Budget Amendment

EXECUTIVE SUMMARY

This item is returned to the City Council for reconsideration of an agreement with Peregrine Technologies to implement a data integration platform that enhances access to existing public safety information. The March 10, 2026, motion (Item 2H, RTC 26-96) received four affirmative votes but did not meet the five-vote requirement for the associated budget amendment. The City Council then voted to bring the item back to an agenda for reconsideration. This report provides additional clarification regarding data governance, security, and operational use, and reaffirms that the platform operates within existing legal, policy and privacy frameworks while improving efficiency and situational awareness.

BACKGROUND

On March 10, 2026, the City Council considered approval of an agreement with Peregrine Technologies and a related budget amendment (Attachments 1 & 2). The item required five affirmative votes due to the associated budget action. The motion received four votes in favor and one vote against and therefore did not pass.

Peregrine Technologies is a modern data integration and analytics platform designed to consolidate information from multiple public safety systems into a single, secure interface. The platform, used by numerous law enforcement agencies throughout the Bay Area, integrates systems such as Records Management Systems (RMS), Computer-Aided Dispatch (CAD), Automated License Plate Reader (ALPR) systems, and digital evidence platforms. By bringing these systems together, Peregrine enables authorized personnel to conduct cross-system searches, identify connections between incidents, and develop a more complete real-time operational picture.

The platform does not create new law enforcement data or expand the Police Department's (Department) authority to collect or share information. Instead, it improves access to information that is already lawfully available, while maintaining existing legal, policy, and privacy safeguards. Access is controlled through role-based permissions, and all activity within the system is logged and auditable.

The Department may enter into data sharing agreements with other law enforcement agencies that use the platform; however, sharing only occurs pursuant to approved Memorandum of Understanding (MOUs), in compliance with applicable law and Department policy. The Department retains full control over what data, if any, is shared and defines and limits the access provided.

This item is being brought back for reconsideration to provide additional clarity regarding the platform's functionality, data governance, security controls, and operational benefits.

DISCUSSION

During the March 10, 2026, City Council meeting, several questions were raised regarding data governance, privacy, system security, and operational use of the Peregrine platform. The following provides clarification and additional context to address those questions.

Purpose and Scope of the Platform

Peregrine is a law enforcement data integration platform that allows authorized Department personnel to access and search across existing Department systems through a single interface. It does not expand the Department's authority, or alter how information is collected, shared, or retained. Rather, it improves the Department's ability to access information that is already lawfully available to it via various existing avenues or applications.

Several questions raised during the meeting, particularly those related to how mental health calls are handled, reflect broader public safety practices and policies that exist independent of this platform. Peregrine does not change how those calls are responded to or how related information is governed; it only provides a more efficient way to access existing records when appropriate.

In November 2024, Santa Clara voters approved a bond measure that includes funding for the development of a Real Time Intelligence Center (RTIC). The Peregrine platform represents foundational software infrastructure for that future capability, enabling the integration and analysis of public safety data across systems. While the physical and operational components of an RTIC will be implemented over time, this platform delivers immediate operational benefits upon deployment by improving access to existing information, enhancing situational awareness, and supporting more timely decision-making. Advancing this technology now allows the Department to realize near-term efficiencies while building toward the voter-approved RTIC framework.

Confidentiality and Legal Protections

The platform integrates existing law enforcement data sources, including RMS, CAD, and other operational systems. Questions were raised regarding sensitive data, including biometric and medical information.

As part of standard law enforcement processes, the Department maintains certain data such as police reports and records generated through its operations. Sensitive information, such as fingerprints, is governed by strict federal and state regulations, including Criminal Justice Information Systems (CJIS) requirements, and Department policy. The Peregrine platform does not collect or generate biometric data, and that type of information is not integrated into the system or accessed through the platform.

Information in the platform is confidential and not subject to public disclosure except as required by law, ensuring that sensitive data is protected and does not compromise public safety. Additionally, certain categories of data are subject to strict legal limitations on sharing, including information governed by California law (e.g., ALPR data under SB 34 and SB 54). These restrictions remain in place and are not altered by the platform.

Data Sharing and Control
Data sharing is not automatic and occurs only between agencies that use the Peregrine platform and have entered into formal agreements. Each agency retains full ownership and control of its data and determines what, if any, information is shared. All sharing must comply with applicable law and Department policy.

The Department will define, in writing, the authorized agencies permitted to access shared law enforcement data, as well as any restrictions on data types eligible for sharing. An example of an agreement is included as Attachment 3; however, all data sharing will be governed by formal MOUs established by the Department and reviewed by the City Attorney's Office.

Even within authorized agreements, access is further limited through role and attribute-based controls, and requests for information must be affirmatively approved. If a request is received from a non-authorized entity, the requestor would be directed to the originating agency.

In October 2025, the State enacted Senate Bill 580 (SB 580), which requires local agencies to comply with forthcoming California Department of Justice guidance regarding access to and sharing of databases operated by state or local agencies, including those maintained by private vendors. This guidance, expected by July 1, 2026, will further define permissible data sharing practices.

The platform does not override legal or policy restrictions. Data sharing remains a controlled, deliberate, and legally governed process. At every step, the Department, not the technology, retains control over what data is shared, with whom, and under what conditions.

Data Ownership
The Department retains ownership of all its respective law enforcement data. The Department is responsible for creating, updating, and deleting data in its own systems of record according to its own retention policies.

The Department will only release law enforcement data to approved agencies authorized under the sharing framework via MOU.

User Access, Misuse, and Accountability
Access to the system is limited to authorized personnel and governed by role-based permissions aligned with job responsibilities. The Administrative Services Commander ("Manager"), or designee, maintains administrative authority over system access and any data-sharing MOUs, including the assignment and management of user permissions. Access is limited to personnel who are legally permitted to access and review criminal justice information.

All system activity is logged, traceable, and auditable. User actions, including searches, downloads, sharing, and views, are recorded within the platform and, where applicable, associated with a corresponding case number to ensure accountability. The Manager will conduct routine audits to verify that all system use complies with applicable laws and Department policies.

Questions have been raised regarding how shared law enforcement data may be used by partner agencies, including concerns about misuse. Data sharing occurs within a structured framework of formal agreements, State law, and policy requirements, all of which require auditability and oversight. All California law enforcement agencies operate under consistent legal and regulatory standards

governing access to criminal justice information, including State law, CJIS requirements, and agency policy. Misuse of data may result in administrative, civil, and/or criminal consequences.

Any change in federal, State or local policy is reviewed and reflected in updated Department policy and system settings.

The combination of technical safeguards, legal requirements, comprehensive audit trails, and enforceable accountability measures provides a strong framework to deter, detect, and address improper use.

Cybersecurity and Data Breach Protections
Questions were raised regarding the potential for system compromise or data breaches.

Peregrine operates within Amazon Web Services (AWS) GovCloud, a CJIS-compliant cloud environment used by government agencies nationwide. This environment is specifically designed to meet federal and state criminal justice security standards.

The system incorporates encryption at rest and in transit, redundant and secure data storage within the United States and continuous monitoring and threat detection protocols.

City Council discussion referenced the use of multiple secure servers. These servers are part of a redundant architecture, which is a standard security practice in government and enterprise systems. Rather than creating additional points of vulnerability, this distributed architecture reduces risk by ensuring there is no single point of failure and that systems remain operational even if one location is disrupted.

Access to the system is further protected through strict authentication controls, role-based access permissions, and comprehensive audit logging.

In the event of a suspected or confirmed breach, established incident response protocols, notification requirements, and legal obligations would apply. These protections are consistent with CJIS requirements, industry standards, and government best practices.

This type of distributed, redundant architecture is the same approach used to protect critical government and financial systems nationwide.

Data Retention and Accuracy
Data retention is governed by existing law, Council approved retention schedule, Department policy, and source system requirements, not by the platform itself. Peregrine reflects the retention rules already in place for each dataset.

The platform is designed to mirror Department data systems, meaning it reflects information contained in the original systems of record. Peregrine does not independently create or alter data.

If information is identified as incorrect, it must be corrected by the Department in the system of record. Once corrected, those updates are reflected in Peregrine.

System Configuration, Quality Assurance, and Implementation Timeline

Questions were raised regarding how the system is configured, how accuracy is ensured, and the anticipated implementation timeline.

Implementation involves close coordination between Peregrine deployment engineers and City Information Technology staff. Configuration is conducted in multiple stages, including:

- Data mapping and validation
- System configuration aligned with Department requirements
- Quality assurance testing at each stage
- Final Department review prior to operational use

This process ensures that only appropriate data is ingested and displayed, consistent with Department policy and legal requirements.

The approximately 90-day implementation period reflects the complexity of integrating multiple independent systems. Each Department database is configured differently, requiring the platform to ingest data, normalize and align data structures, and ensure compatibility and accuracy across systems.

This work is performed in phases and often during off-peak hours to avoid impacting system performance. Importantly, the platform mirrors existing Department data and does not replace or alter source system

Public Trust and Transparency
Questions were raised regarding how to ensure public confidence in the system.

The Department recognizes that trust is built through transparency, clear policies and demonstrated compliance with law.

The platform operates within existing legal and policy frameworks, and its use remains subject to oversight, audit, and public accountability.

As discussed, staff can return to Council with a follow-up report after one year of implementation to provide transparency regarding usage, safeguards, and outcomes.

Contract Flexibility
The agreement includes a termination for convenience clause, allowing the City to cancel the agreement with 30 days' notice, providing flexibility and ensuring continued oversight.

Conclusion
The questions raised by the City Council reflect broader concerns about data governance, privacy, and the responsible use of technology in public safety. The Peregrine platform does not expand the Department's authority or change existing legal protections. Rather, it provides a secure, controlled, and auditable means to access information that is already lawfully available.

By consolidating data from multiple existing systems, the platform improves efficiency, enhances situational awareness, and supports more timely and informed decision-making. This capability

reduces the time required to develop a complete operational picture from hours to minutes in both daily operations and critical incidents.

Public safety matters are not confined by jurisdictional boundaries and often involve individuals, vehicles and patterns that extend across multiple jurisdictions. Within established legal and policy frameworks, the platform supports appropriate coordination between agencies while maintaining strict controls over data access, sharing, and use.

Peregrine serves as a force multiplier; it does not replace personnel but enhances their ability to efficiently compile and analyze existing information. Ultimately, Department personnel remain responsible for verifying information through the appropriate source systems. All use of the platform remains governed by law, policy, and Department oversight.

This investment also aligns with voter-approved funding for a future Real Time Intelligence Center, positioning the Department to build that capability in a phased and fiscally responsible manner while delivering immediate operational value.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The term of the contract is five years, with a not-to-exceed amount of $1,179,690. A 10% contingency of $117,969 is recommended, bringing the total not-to-exceed amount to $1,297,659 for the initial five -year term. The City has an option to extend the term up to five additional years for a not-to-exceed amount of $1,367,584, with a 10% contingency of $136,758. With the extension, the total maximum not-to-exceed compensation, including contingencies, amounts to $2,802,001.

This investment represents foundational public safety technology infrastructure that will support Department-wide patrol, investigative, and intelligence operations throughout the term of the agreement.

Funding for the first year of the agreement is recommended to be allocated from the Budget Stabilization Reserve to the Police Department’s operating budget, as shown in the table below. This amount reflects the Year 1 cost and a 10% contingency. Funding for the outyears of the agreement will be incorporated into the Department’s operating budget as part of the budget process, subject to the appropriation of funds.

Budget Amendment
FY 2025/26

	Current	Increase/ (Decrease)	Revised
General Fund			
Expenditure			

Police Department	$99,435,308	$244,420	$99,679,728
Fund Balance			
Budget Stabilization Reserve	$81,450,116	($244,420)	$81,205,696

COORDINATION
This report was coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION
1. Authorize the City Manager or designee to execute an agreement with Peregrine Technologies, Inc. (Agreement) for an enterprise Data Integration Platform and related professional services for an initial five-year term with a maximum amount not-to-exceed $1,179,690, subject to the appropriation of funds and approval of final form by the City Attorney;
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement, including (a) exercising up to five one-year options to extend the Agreement term, and (b) negotiating and executing amendment(s) to the Agreement to (i) increase the maximum compensation by up to $1,622,311 (inclusive of $254,727 contingency for initial and optional terms) for a total aggregate not-to-exceed amount of $2,802,001 over the full ten-year term, (ii) add or delete services consistent with the scope of services, and (iii) make de minimis changes, subject to the appropriation of funds and approval as to form by the City Attorney; and
3. Approve the FY 2025/26 Budget Amendment in the General Fund to increase the Police Department budget in the amount of $244,420 and decrease the Budget Stabilization Reserve in the amount of $244,420 (five affirmative Council votes required for the use of unused balances).

Reviewed by: Cory Morgan, Chief of Police
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. RTC 26-96
2. Agreement with Peregrine Technologies
3. Draft Third Party Data Sharing Agreement

26-96 **Agenda Date: 3/10/2026**

REPORT TO COUNCIL

SUBJECT

Action on an Agreement with Peregrine Technologies, Inc. for a Data Integration Platform and Professional Services for a Not-to-Exceed Amount of $2,802,002 Over a Ten-Year Term and to Approve the Related Budget Amendment

EXECUTIVE SUMMARY

The report proposes implementing a Data Integration Platform that consolidates information from multiple public safety systems into a single operational environment. The platform enables personnel to rapidly access and analyze data across systems, improving situational awareness and response efficiency.

BACKGROUND

Current Operating Environment

Police departments rely on numerous information systems to support operations, investigations, and emergency responses for daily policing and at special events. These systems commonly include records management systems (RMS), body worn cameras (BWC), computer-aided dispatch (CAD), automated license plate recognition platforms (ALPR), geographic information systems (GIS), Unmanned Aircraft Systems (UAS/Drone), analytical tools, and other internal or regional data sources.

While each system serves a specific function, the data they generate often exists in separate platforms. As a result, staff must manually cross-reference systems to consolidate information and develop a real-time comprehensive operational picture. This decentralized data structure extends the time required to gather critical information, limits analytical capacity, and slows informed operational decision-making, constraining proactive policing efforts.

As public safety operations have evolved into a more complex and interconnected environment, often requiring coordination with regional and multi-agency partners, the need for rapid access to integrated, real-time information has become operationally critical.

Real-Time Intelligence Center (RTIC)

In November 2024, Santa Clara voters approved Measure I, which included infrastructure funding for the development of a Real-Time Intelligence Center (RTIC). An RTIC is a centralized, technology-enabled operational hub designed to integrate and analyze information from multiple public safety systems to provide real-time situational awareness and actionable intelligence that supports informed decision-making during incidents and daily operations.

An RTIC typically includes dedicated analysts and integrated technology systems that allow personnel to monitor unfolding events, identify emerging threats, track active incidents, and deliver timely information to officers and command staff before and during operations. By consolidating data from multiple sources, the RTIC enables faster information sharing, strengthens coordination during critical incidents and large-scale events, and enhances collaboration with regional partners.

A Data Integration Platform serves as the foundational technology supporting RTIC operations by consolidating information from traditionally separate systems, such as records management systems, computer-aided dispatch, license plate reader data, body-worn camera systems, geospatial mapping, and other authorized public safety technologies into a unified environment. This capability allows personnel to quickly access and analyze information that would otherwise require time-consuming manual searches across multiple systems, improving operational awareness, response efficiency, and officer safety.

Data Integration Platform

While the proposed Data Integration Platform will serve as the foundational technology for the future Real-Time Intelligence Center (RTIC), its operational value is immediate and extends beyond the RTIC model. Upon implementation, the platform will support daily patrol activities, investigative functions, supervisory oversight, and command-level decision-making by enabling personnel to access integrated, real-time data from multiple systems within a unified operational environment. This capability allows patrol officers, detectives, and supervisors to conduct consolidated searches, identify patterns, and quickly access critical contextual information that would otherwise require querying multiple systems, improving situational awareness and operational efficiency.

In February 2026, the Police Department (Department) established a temporary Real-Time Intelligence Center (RTIC) to support operational demands during major events, including Super Bowl LX and FIFA World Cup activities. Currently, analysts must access multiple independent databases to locate critical information, a time-intensive process that often requires multiple personnel and delays the delivery of actionable intelligence. This fragmented approach limits the Department’s ability to provide real-time situational awareness. Implementation of a Data Integration Platform enhances public safety operations by consolidating fragmented information systems into a unified, real-time operational view. This improves situational awareness, supports faster and more informed decision-making, strengthens officer and community safety, and increases efficiency during routine operations and large-scale critical incidents.

In modern policing environments where critical information is distributed across numerous systems, a unified data integration platform functions as essential operational infrastructure. Similar to CAD or RMS systems, the ability to rapidly access, synthesize, and interpret data directly impacts officer safety, investigative effectiveness, and resource deployment decisions. A Data Integration platform addresses this operational necessity by transforming fragmented data into actionable intelligence accessible across the Department.

The proposed agreement includes administrative capabilities that could support the management of an ALPR program for so long as the City has an ALPR program. However, ALPR functionality represents a limited component of the overall capabilities of the Data Integration Platform, and the ongoing functionality (and benefit) of the overall platform is not dependent in any respect upon the

activation (or deactivation) of the ALPR administrative capability. Approval of this agreement does not constitute approval of, or create a requirement for, an ALPR program.

Importantly, the platform will support daily patrol operations and investigative functions independent of a fully staffed RTIC. Patrol officers, detectives, and supervisors will be able to access integrated data directly to support case development, field decision-making, and proactive enforcement strategies. While the system will serve as the foundational technology of the future RTIC, its operational benefits are immediate and extend across the Department's routine policing activities.

Although additional analyst positions are anticipated to support full RTIC operations in the future, any associated staffing and budget adjustments will be presented to the City Council for consideration at a later date. Deployment of the platform at this stage ensures that the Department enhances operational effectiveness now, while also positioning the City for a seamless transition to a fully staffed RTIC when implemented.

DISCUSSION

Procurement Process

Pursuant to City Code Section 2.105.140(c), staff conducted a formal Request for Proposals (RFP) process, with the award recommendation based on "best value."

On September 25, 2025, staff published the RFP for an enterprise Data Integration Platform and related services on the City's e-procurement system. Six proposals were received from the following firms:

1. Carahsoft Technology Corporation
2. DataTerrain, Inc. dba SocialRoots.ai
3. EcoMetrix, LLC
4. Flock Group, Inc. dba Flock Safety
5. Peregrine Technologies, Inc.
6. Saitech, Inc.

Proposals were evaluated by an evaluation panel in accordance with the RFP evaluation criteria, including firm experience, qualifications, technical capabilities, and responsiveness. Following initial scoring, Peregrine Technologies, Inc. (Peregrine) was invited to participate in an oral interview as part of the evaluation process.

Based on the evaluation, including the oral interview, the evaluation panel determined that Peregrine's proposal represented the best value to the City and recommends award to Peregrine consistent with the evaluation criteria set forth in the RFP.

Proposed Platform

Peregrine's platform is a data integration and analytics solution designed to aggregate and analyze information from multiple City and public safety systems to support operational awareness and decision-making. The platform can present data in real time or near real time, depending on the source system integrations, and is intended to reduce reliance on manual compilation across

separate systems.

By consolidating data into a unified operational view, the platform is intended to provide personnel with tools for querying, visualization, and trend analysis that may be more difficult to perform when data is maintained in multiple separate systems. The platform includes visualization features (e.g., charts, graphs, and spatial displays) to help personnel interpret data across variables such as time, date, and geographic concentration, which may support more data-informed planning and resource deployment.

The platform also includes features intended to support interagency collaboration through controlled information-sharing among participating law enforcement agencies. Participating agencies retain full control over their data, and information would not be shared with other agencies unless expressly authorized. The State legislature recently (October 2025) passed SB 580, requiring cities to comply with California Department of Justice guidance regarding access and sharing of databases operated by a state or local agency, including databases maintained for the agency by private vendors. This guidance will be published July 1, 2026, and will determine if and how any such authorization could occur. In the event any such access was authorized, the access would be limited through role-based permissions within an FBI Criminal Justice Information Services (CJIS)-compliant environment. Operating within a fully CJIS compliant architecture, the platform enables authorized agencies to collaboratively identify patterns, track crime series, and coordinate operations across jurisdictional boundaries without relying on manual information exchange. The ability to share time-sensitive intelligence enhances situational awareness during active incidents and large-scale events, directly supporting informed decision-making that strengthens both officer and community safety.

Agreement Terms

Under the proposed agreement, Peregrine will provide a hosted Software-as-a-Service (SaaS) data integration platform including services for implementation, professional, subscription, training, and ongoing maintenance. Implementation of the platform will consist of six phases: (1) Planning and Analysis, (2) Development, Implementation, and Configuration Tasks, (3) Testing and Refinement, (4) Training, (5) Go Live, and (6) Full Acceptance and Post Go Live.

Peregrine offers multiple package models. The Police Department has chosen to move forward with the Required Package model. The proposed agreement will have an initial five-year term, plus up to five addition one-year options, for a potential total term of 10 years. Subscription fees for the initial term and each optional renewal year are set forth in the agreement in the amounts shown in Table 1.

Table 1 - Cost Summary

Description	**Total**
Initial Term (Years 1 - 5)	
Year 1 Required Package Subscription Fee	$222,200.00
Year 2 Required Package Subscription Fee	$228,866.00
Year 3 Required Package Subscription Fee	$235,731.98
Year 4 Required Package Subscription Fee	$242,803.94
Year 5 Required Package Subscription Fee	$250,088.06

Initial Term Total	**$1,179,689.98**
Option Periods (Years 6 - 10)	
Option 1 - Year 6 Required Package Subscription Fee	$257,590.70
Option 2 - Year 7 Required Package Subscription Fee	$265,318.42
Option 3 - Year 8 Required Package Subscription Fee	$273,277.97
Option 4 - Year 9 Required Package Subscription Fee	$281,476.31
Option 5 - Year 10 Required Package Subscription Fee	$289,920.60
Option Periods Total	**$1,367,584.00**
Contingency	$254,727.40
TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$2,802,001.38**

The amounts above reflect a complete, all-inclusive annual SaaS subscription, including:

- Hosting and Platform Access: CJIS compliant cloud infrastructure, data storage, backups, and routine maintenance.
- System Configuration and Data Integration: Initial setup, connection of approved data sources, and configuration meeting project objectives.
- Training and Change Management: Administrator and end-user training, user-adoption support, and provision of documentation and user materials.
- Ongoing Support and Maintenance: Help-desk support, system updates, bug fixes, and all feature and security enhancements released during the subscription.
- Data Conversion and Migration: As required to enable go-live and ensure continuity of existing datasets.
- All professional services for initial deployment.

For Year 1, 80% ($177,760) is payable upon provisioning of licenses and confirmation of system availability for City access. The remaining 20% ($44,440) is payable upon successful completion of acceptance testing and execution of the Final System Acceptance Certificate. For Years 2-5 and any exercised option years, the annual subscription fee will be paid at the start of each renewal period.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The term of the contract is five years, with a not-to-exceed amount of $1,179,690. A 10% contingency of $117,969 is recommended, bringing the total not-to-exceed amount to $1,297,659 for the initial five -year term. The City has an option to extend the term up to five additional years for a not-to-exceed amount of $1,367,584, with a 10% contingency of $136,758. With the extension, the total maximum not-to-exceed compensation, including contingencies, amounts to $2,802,001.

This investment represents foundational public safety technology infrastructure that will support Department-wide patrol, investigative, and intelligence operations throughout the term of the agreement.

Funding for the first year of the agreement is recommended to be allocated from the Budget Stabilization Reserve to the Police Department's operating budget, as shown in the table below. This amount reflects the Year 1 cost and a 10% contingency. Funding for the outyears of the agreement will be incorporated into the Department's operating budget as part of the budget process, subject to the appropriation of funds.

Budget Amendment
FY 2025/26

	Current	Increase/ (Decrease)	Revised
General Fund			
Expenditure			
Police Department	$99,435,308	$244,420	$99,679,728
Fund Balance			
Budget Stabilization Reserve	$81,450,116	($244,420)	$81,205,696

COORDINATION

This report was coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager or designee to negotiate and execute an agreement with Peregrine Technologies, Inc. (Agreement) for an enterprise Data Integration Platform and related professional services for an initial five-year term with a maximum amount not-to-exceed $1,179,689.98, subject to the appropriation of funds and approval of final form by the City

Attorney;

2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Agreement, including (a) exercising up to five one-year options to extend the Agreement term, and (b) negotiating and executing amendment(s) to the Agreement to (i) increase the maximum compensation by up to $1,622,311.40 (inclusive of $254,727.40 contingency) for a total aggregate not-to-exceed amount of $2,802,001.38 over the full ten-year term, (ii) add or delete services consistent with the scope of services, and (iii) make de minimis changes, subject to the appropriation of funds and approval as to form by the City Attorney; and
3. Approve the FY 2025/26 Budget Amendment in the General Fund to increase the Police Department budget in the amount of $244,420 and decrease the Budget Stabilization Reserve in the amount of $244,420 **(five affirmative Council votes required for the use of unused balances).**

Reviewed by: Cory Morgan, Chief of Police
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Agreement with Peregrine Technologies, Inc.

EBIX Insurance No. S200005862

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND PEREGRINE TECHNOLOGIES, INC.

PREAMBLE

This Agreement is entered into as of the City's execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and Peregrine Technologies, Inc., a California corporation, (Contractor). 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 the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Final System Acceptance Certificate

Exhibit D – Peregrine Service Level Agreement

Exhibit E – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and terminate on March 31, 2031.

B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year term through March 31, 2036 ("Option Period"), subject to the budget appropriation. The Option Periods shall be authorized through and Amendment to this Agreement executed by the Parties.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. 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.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the 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.

6. 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 in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Two Million Eight Hundred Two Thousand One Dollars and Thirty-Eight Cents ($2,802,001.38), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

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.

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.

9. 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.

10. 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 to manage its employees in their performance of Services under this Agreement.

11. 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.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City; provided, however, that City's ownership shall not extend to, and Contractor shall retain all right, title, and interest in and to, any pre-existing materials, software, source code, algorithms, trade secrets, know-how, or other proprietary technology of Contractor, including the Peregrine platform and any enhancements, configurations, or derivative works thereof, whether developed before or during the term of this Agreement. The Service is a commercial software-as-a-service platform and no custom software or source code is developed for City under this Agreement.

Contractor may retain and use copies of any materials developed for City recordkeeping, portfolio, and internal business purposes. City shall not be limited in any way or at any time in its use of said material that is owned under this Section. 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.

13. 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 four (4) 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 bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the 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.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor ("Indemnifying Party") shall defend, indemnify, and hold harmless the City, its officers, employees, and agents ("Indemnified Party") from and against any third-party claims, demands, losses, liabilities, or expenses (including reasonable attorneys' fees), including claims by Contractor's employees or agents, arising from Contractor's negligence, willful misconduct, violation of law, breach of any material warranty/ representation/covenant made by Contractor under this Agreement, or infringement of a third party's intellectual-property rights, and not to the extent caused by the gross negligence or willful misconduct of the City or any Indemnified Party. .

B. Contractor shall remain solely responsible for its own employees and subcontractors and for compliance with applicable employment and labor laws. Nothing in this Agreement creates any employment relationship between the City and Contractor's personnel.

15. LIMITATION OF LIABILITY

A. **General Liability Cap.** Except for a Party's willful misconduct, gross negligence, or as specified in Section 15.B of this Agreement, in no event shall either Party's aggregate direct liability to the other Party arising out of or relating to this Agreement, under any legal or equitable theory (including breach of contract, tort—including negligence—strict liability, or otherwise), exceed three times the total amount of fees paid or payable by City to Contractor under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim (or expected to be paid, if the claim arises within the first twelve months).

B. **Specific Liability Cap.** Notwithstanding anything to the contrary in this Agreement, Contractor's aggregate liability to City for all claims arising out of or relating to: (a) intellectual property infringement or (b) data breach or unauthorized access to customer data in breach of this agreement; or (c)

bodily injury, death, or damage to tangible personal or real property; or (d), employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), shall not exceed $1,000,000; provided however, that Contractor shall have no liability under this section to the extent that such claims are solely caused by customer's acts or omissions.

C. Notwithstanding the foregoing, neither Party shall be liable to the other for any exemplary or punitive damages, or for any loss of profits, revenue, data, or business opportunities, whether arising out of breach of contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such damages.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit E, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit E.

17. 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. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed 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.

18. NOTICES

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

City of Santa Clara Police Department
Attention: Casey Rettig
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at crettig@santaclaraca.gov; manager@santaclara.gov; and purchasing@santaclaraca.gov

And to Contractor addressed as follows:

Peregrine Technologies, Inc
PO Box 7775 PMB 69596
San Francisco, CA, 94120-7775
and by e-mail at legal@peregrine.io

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

20. CONFLICTS 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.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO 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.

23. GOVERNING LAW 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.

24. 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.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. 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.

(SIGNATURES ON NEXT PAGE)

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

GLEN R. GOOGINS
City Attorney

JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

PEREGRINE TECHNOLOGIES, INC.
a California corporation

Dated: _____

By (Signature): _____
Name: Robert Wheeler
Title: Head of Commercial Operations
Principal Place of Business Address: 71 Stevenson Street, Suite 700 San Francisco, CA 94105
Email Address: rob.wheeler@peregrine.io
Telephone: (415) 287-2749
Fax: N/A

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

The Scope of Services, including Exhibit A and Contractor's proposal response provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. PROJECT BACKGROUND AND DESCRIPTION

1.1. Contractor shall provide a Data Integration (DI) Platform ("Solution" or "Platform") in support of the Santa Clara Police Department.

1.2. The Santa Clara Police Department (SCPD) provides law enforcement and policing services to Santa Clara. SCPD is led by a six-member Command Staff who oversee the Departments' Divisions: Administrative Services Division, Field Operations Division, Investigations Division, and Special Operations Divisions.

1.3. The DI platform shall meet the following goals and objectives:

1.3.1. Provide a foundation for SCPD's long-term goal of developing a Real Time Intelligence Center (RTIC). The platform shall enable SCPD to visualize crime patterns and enable development of intelligence-led crime prevention strategies that improve SCPD responses to crimes in progress.

1.3.2. Centralize and streamline various data sources used by SCPD e.g. police calls, police evidence systems, citizen interactions, video surveillance systems, police records, County arrest records, and more. Integrating the siloed systems will enhance efficiencies and increase productivity across all divisions of SCPD. The DI platform shall have the ability to absorb future unidentified data source systems as criminal intelligence evolves and grows.

1.3.3. Is expected to become a foundational tool for better management of all aspects of planning and operations within SCPD. The platform is expected to institutionalize data governance along with the ability to operationalize Business Intelligence (BI), Analytics and improved data Visualization.

1.3.4. Manage structured, semi-structured, and unstructured data from external and internal sources to enhance business intelligence and analytics.

2. PROJECT ASSUMPTIONS

2.1. Contractor shall assign a project manager who is responsible for coordinating various activities such as: Solution Presentations, On-Site Training, Deployment, Configuration, Integration, Technical Support, Status reporting, etc.

2.2. The City will provide a project manager and subject matter experts as required to ensure the implemented solution meets the City's requirements as specified herein.

2.3. The City prefers an agile project management approach for the implementation of the DI platform with release maps and date ranges.

2.4. Both City and Contractor shall attend meetings, workshops, and discovery sessions as required.

2.5. Contractor shall be responsible for leading all configuration and implementation activities in coordination with the City's Project Manager.

3. PROJECT MANAGEMENT

3.1. Contractor will provide the City with a Project Manager who will be the single point of contact throughout the project as specified in Section 2.1 above. The City reserves the right to request a change in the Project Manager if it feels the relationship is not progressing smoothly. Any changes to the Contractor's Project Manager should be discussed and approved by the City.

3.2. City must approve Contractor's key staff that will be assigned to the City's project prior to key staff being assigned to the City's project.

4. SOLUTION REQUIREMENTS

The DI platform shall include, at a minimum, the following:

4.1. The City prefers a cloud-based SaaS solution that can be accessed from a standard web browser, including but not limited to, all current supported versions of Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari.

4.2. A solution that is developed using a responsive web design approach for use on a multitude of devices, including desktops, laptops, mobile data terminals (MDT), tablets, and smartphones.

4.3. A solution that operates at a high level of security using Transport Layer Security (TLS), version 1.2 or higher, for account registration, authentication, and all actions performed by administrators or other users.

4.4. The City prefers that the solution supports integration with existing Single Sign-On (SSO) solutions (e.g., Azure Active Directory, SAML 2.0).

4.5. Unlimited user accounts.

4.6. Solution shall be accessible seven days a week, 24 hours per day.

4.7. Staff shall be able to receive real time notifications from any agency source systems and effectively use the integrated data to satisfy immediate and long-term SCPD needs.

4.8. Facilitate the rapid dissemination of intelligence. SCPD wants to be able to expeditiously investigate and solve crimes, whether they are in-progress or upon further investigation by a detective. The DI platform should offer the ability to easily share information across the platform.

4.9. The proposed architecture should be flexible enough to allow for the rapid incorporation of new data sources and new functionalities

5. SECURITY REQUIREMENTS

5.1. Contractor must comply with all applicable local, state, and federal regulations as they now exist or may hereafter be modified, changes, or amendment regarding data confidentiality. This includes any CJIS requirements.

5.2. Data centers must be located in the United States.

5.3. Contractor shall incorporate security requirements in every aspect of the platform.

5.4. Contractor shall implement security controls in accordance with NIST Security Standards and shall follow NIST's Cybersecurity Framework to assess the solution prior to first release and prior to any major improvement or enhancement.

5.5. Authentication and Access Control

5.5.1. Integrate with the City's existing Single Sign-On (SSO) environment (e.g., Azure AD, SAML 2.0).

5.5.2. Enforce Multi-Factor Authentication (MFA) for all user and administrator access.

5.5.3. Support Role-Based Access Control (RBAC) with configurable roles and permission scoping.

5.5.4. Apply the Principle of Least Privilege for all user accounts and service connections.

5.5.5. Log and retain all user authentication events and access activities for audit purposes.

5.6. CJIS Compliance and Data Classification

5.6.1. The solution and hosting environment must comply with the FBI Criminal Justice Information Services (CJIS) Security Policy, and contractors must provide documentation of current CJIS compliance, at the City's request throughout the term of the agreement.

5.6.2. Data subject to CJIS must be logically and physically isolated from non-CJIS data.

5.6.3. Contractor must define how Criminal Justice Information (CJI) will be protected in transit, at rest, and during processing.

5.7. Data Protection and Encryption

5.7.1. Use TLS 1.2 or higher for all data transmission.

5.7.2. Encrypt all data at rest using AES-256 or equivalent.

5.7.3. Support integration with customer-managed keys via a Key Management Service (KMS).

5.7.4. Mask or redact sensitive data in non-production environments or administrative interfaces.

5.7.5. Prevent unauthorized export or transmission of sensitive data.

5.8. Logging, Auditing, and Monitoring

5.8.1. Maintain immutable audit logs for user activity, system changes, and data access.

5.8.2. Retain logs per applicable public safety data retention policies.

5.8.3. Integrate with the City's Security Information and Event Management (SIEM) system for centralized monitoring.

5.8.4. Provide anomaly detection and alerting capabilities for suspicious activity.

5.9. Data Governance and Lifecycle Management

5.9.1. Enable enforcement of data retention schedules based on legal and policy requirements.

5.9.2. Provide data lineage tracking from source through transformation to destination.

5.9.3. Include metadata cataloging to support audits and transparency.

5.9.4. Ensure governed access to data through secure APIs or user interfaces.

5.10. Application and Platform Security

5.10.1. Secure all APIs with OAuth 2.0, input validation, and rate-limiting.

5.10.2. Follow Zero Trust principles, including internal segmentation and continual identity verification.

5.10.3. Follow a secure Software Development Lifecycle (SDLC) including static code analysis, vulnerability scanning, and remediation practices.

5.10.4. Undergo annual third-party penetration testing, with results shared upon request.

5.11. Infrastructure and Hosting Requirements

5.11.1. Host the solution in a FedRAMP High, StateRAMP Authorized, or CJIS-compliant cloud environment (e.g., Azure Government, AWS GovCloud).

5.11.2. Ensure all data is stored within the continental United States.

5.11.3. Use private subnet isolation, VPN/IPSec tunneling, and firewall protections.

5.11.4. Support direct connect or private peering with on-premises infrastructure is preferred.

5.12. Business Continuity and Incident Response

5.12.1. Maintain a comprehensive disaster recovery plan with: Recovery Time Objective (RTO): ≤ 4 hours, Recovery Point Objective (RPO): ≤ 1 hour.

5.12.2. Provide geo-redundant backup and failover capabilities.

5.12.3. Notify the City within 24 hours of any data breach or security incident impacting City data. See Section 5.15 for further requirements.

5.12.4. Participate in periodic incident response tabletop exercises if requested.

5.13. Certifications and Oversight

5.13.1. Possess and maintain one or more of the following security certifications: SOC 2 Type II, ISO/IEC 27001, CJIS Audit Letter (if applicable).

5.13.2. Conduct annual vulnerability assessments and provide summary findings and remediation status upon request.

5.13.3. Enter into a Data Processing Agreement (DPA) that defines data ownership, breach

5.13.4. The City shall have the right to audit or review contractor's security posture periodically.

5.13.5. Identify any exceptions and provide detailed mitigation strategies.

5.14. Data Breach Notification: Contractor shall notify the City of any unauthorized and unlawful acquisition of unencrypted personal data ("Data Breach").

5.14.1. Data Breach Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Data Breach with the City should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

5.14.2. Data Breach Reporting Requirements: If Contractor has actual knowledge of a confirmed Data Breach that affects the security of any City content that is subject to applicable Data Breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach.

6. PROJECT APPROACH

The project shall be conducted in a phased approach. The City must accept each phase and may be further documented in an Acceptance Certificate for the phase. Below are the initial phases for this project, part of the Contractor's proposal shall include proposed changes to the phases.

6.1. *Phase 1: Planning and Analysis*

6.1.1. Contractor shall conduct a **Project Kick-off Meeting** to include the following:

6.1.1.1. Introduce project team members, including qualifications and project roles and responsibilities.

6.1.1.2. High level overview of the Proposed Solution.

6.1.1.3. Deliver Preliminary Project Implementation Schedule in a critical path format so that the timelines and milestones can be clearly identified and measured.

6.1.1.4. Discuss and define Notice to Proceed Procedures.

6.1.1.5. Define processes for tracking project status.

6.1.1.6. Define change control procedures.

6.1.1.7. Define the deliverables and Final System Acceptance processes.

6.1.1.8. Determine the format and protocol for periodic, ongoing meetings, reports, and communications.

6.1.1.9. Review escalation management process, including lines of communication, reporting relationships, etc.

6.1.1.10. Identify high-risk or problem areas and discuss resolution process.

6.1.1.11. Finalize Project Implementation Schedule.

6.1.2. Contractor shall conduct workshops, meetings, and discovery sessions as required to conduct a Business Assessment and provide a Business Process Map to the City for review and approval.

6.1.3. Contractor shall setup, configure, and implement the Software in accordance with the City-approved **Business Process Map.**

6.2. ***Phase 2: Develop/Implement/Configuration***

6.2.1. The Contractor shall perform all tasks required to implement the proposed system, including development, configuration, construction of interfaces, migration of data, if applicable, and other tasks identified during Phase 1.

6.2.2. The project team members from the City will go over the requirements with the Contractor over working sessions.

6.3. ***Phase 3: Testing and Refinement***

6.3.1. The City will provide platform feedback, and when the City agrees that the platform is ready to be deployed and configured in production environment, will indicate such in writing to the Contractor.

6.3.2. Contractor shall provide on-site staff for System Go-Live to assist City staff and troubleshoot as required.

6.3.3. The Contractor shall demonstrate that the platform meets all requirements as stated in this Scope of Services and as further defined in the Business Process Map.

6.3.4. Contractor shall prepare a test plan for each set of requirements to demonstrate that they are included and implemented in the platform.

6.3.5. Contractor shall provide guidance to the City during completion of the test plan to ensure that it is done in accordance with Contractor-provided training and documentation. Note that some training may be required for admin / power users who will assist with testing.

6.3.6. Following testing, the City and Contractor shall prepare a punch list of items required to properly complete System configuration and implementation.

6.3.7. Each Party (the City and the Contractor) shall complete the punch list items per a mutually agreed upon schedule.

6.4. ***Phase 4: Training***

Contractor shall provide training and documentation as follows:

6.4.1. Super Users/Administrators

6.4.2. Note: It is intended that Super Users/Administrators will assist with testing.

6.4.3. Training shall be provided onsite.

6.4.4. Adequate training manuals must be provided; electronic format is mandatory.

6.5. ***Phase 5: Go Live***

6.5.1. Contractor will lead the development of Go-Live and contingency plans with assistance from the City's Project Manager. Go-Live plans will include technical and business-related tasks that need to be accomplished such as issue management, change management, training, etc.

6.5.2. Contractor shall provide Go-Live services onsite.

6.5.3. Contractor reviews the Go-Live and Contingency Plans with the City.

6.5.4. Contractor prepares the platform for live operation. Contractor shall work closely with the City staff to ensure that the Go-Live is well planned and that operational changes are managed efficiently.

6.6. ***Phase 6: Post Go Live and Full Acceptance***

6.6.1. Contractor shall provide post go-live assistance and on-site support to City for 5 business days after Go-Live and on-call for an additional 60 days (configuration support) after.

6.6.2. City signs off on the Final Acceptance at the end of this period.

6.6.3. Contractor completes a closure and lessons learned report at the end of this period. Contractor and City shall provide input to the lessons learned report. The transition of lessons learned takes place between the Contractor Implementation Team and the City's support staff during this period.

6.6.4. Upon execution of the Final System Acceptance Certificate, the City agrees to pay Contractor any remaining and approved outstanding invoice and any previously withheld retainage.

7. TECHNICAL SUPPORT AND MAINTENANCE

7.1. Contractor must provide maintenance and support beginning at solution Go-Live.

7.2. Contractor shall provide technical support 24/7/365. This support must consist of an on-call person or center where problems can be reported and immediate help is available based on severity of the issue.

7.3. The first year of support and maintenance and training shall be included in the first year's subscription cost and/or license purchase. In addition, the first year should include training costs.

7.4. Contractor should provide a Service Level Agreement to include response and resolution times by level of severity with consequences for failure to meet Service Level targets.

7.5. If the solution is not a cloud based solution Contractor shall provide guidance on OS and Database versions patching and upgrades.

7.6. Cloud -based or SaaS Solutions:

7.6.1. If a cloud-based SaaS or hosted solution is to be provided, Contractor shall ensure that the system is upgraded as standard improvements and enhancements (not City-specific customization) are released, at no additional charge other than the yearly subscription cost, for the life of the system as long as there is a valid Agreement in place.

7.6.2. Contractor shall notify the City at least fourteen (14) days in advance of its intent to release any improvements, enhancements, patches/bug fixes to the Production system, including a description of the intended improvements or enhancements.

7.7. Ongoing training as required for patches, updates, new features, and functionality, etc.

7.8. See Exhibit D, Service Level Agreement.

EXHIBIT B
SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

1.1. The maximum amount payable to Contractor during the Initial Term of this Agreement shall not exceed the amount in Section 6 ("Compensation and Payment". See Table B1 for Summary.

Table B1: Maximum Compensation

Description	Total
Initial Term (Years 1 - 5)	
Year 1 Required Package	$ 222,200.00
Year 2 Required Package	$ 228,866.00
Year 3 Required Package	$ 235,731.98
Year 4 Required Package	$ 242,803.94
Year 5 Required Package	$ 250,088.06
Initial Term Total	**$ 1,179,689.98**
Option Periods (Years 6 - 10)	
Option 1 - Year 6 Required Package	$ 257,590.70
Option 2 - Year 7 Required Package	$ 265,318.42
Option 3 - Year 8 Required Package	
Option 4 - Year 9 Required Package	$ 281,476.31
Option 5 - Year 10 Required Package	$ 289,920.60
Option Periods Total	**$ 1,367,584.00**
Contingency	$ 254,727.40
TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	**$ 2,802,001.38**

1.2. Pricing Structure:

All pricing specified in Table B1 is for hosted Software-as-a-Service (SaaS) delivery model and is a complete, all-inclusive annual subscription. The annual subscription price includes all services required to deploy, operate, and maintain the solution described in Exhibit A, including the following:

1.2.1. Hosting and Platform Access: CJIS compliant cloud infrastructure, data storage, backups, and routine maintenance.

1.2.2. System Configuration and Data Integration: Initial setup, connection of approved data sources, and configuration meet project objectives.

1.2.3. Training and Change Management: Administrator and end-user training, user-adoption support, and provision of documentation and user materials.

1.2.4. Ongoing Support and Maintenance: Help-desk support, system updates, bug fixes, and all feature and security enhancements released during the subscription.

1.2.5. Data Conversion and Migration: As required to enable go-live and ensure continuity of existing datasets.

1.2.6. All professional services for initial deployment.

2. PAYMENTS

2.1. For Year 1 of the Agreement the City agrees to pay the Contractor as follows:

2.1.1. 80% of the Year 1 subscription fee upon provisioning of licenses, confirming system availability for City access.

2.1.2. 20% upon successful completion of acceptance testing and execution of the Final System Acceptance Certification Exhibit C.

2.2. For Years 2-5 and Option Years of the Agreement

2.2.1. Annual Subscription fees will be invoiced 100% in advance at the start of each renewal period.

2.2.2. Contractor shall provide an invoice to the City a minimum of sixty (60) days prior to the start of the next renewal year.

2.3. All payments are based upon City's acceptance of Contractor's performance and upon

2.4. All payments shall be made to Contractor by City based on net thirty (30) days payment terms from the City's approval of invoice.

3. PRICING AND OPTION RENEWALS

3.1. All pricing is firm fixed for the Initial Five-Year term and Option Years of this Agreement.

3.2. After the Initial Term, the City reserves the right to extend this Agreement for five (1) one year options pursuant to Section 2.B. of this Agreement.

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

After the City is satisfied with all test results and resolutions, the City will initiate execution of the Final Acceptance Certificate.

FINAL SOFTWARE/SYSTEM ACCEPTANCE CERTIFICATE

Customer Name: City of Santa Clara (“City”)

Project Name: Data Integration Platform

This Final Acceptance Certificate memorializes the occurrence of Final Software and System Acceptance.

Contractor and the City acknowledge that:

1. Contractor has delivered the Software, System, Services, and documentation promised under this Agreement.
2. The Software and System is accepted, and all punch list items generated during testing have been completed.
3. By acknowledging the Final Acceptance of the Software and System, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

City of Santa Clara ("City")		**Peregrine Technologies, Inc. ("Contractor")**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBIT D
PEREGRINE SERVICE LEVEL AGREEMENT

1. PURPOSE AND RELATIONSHIP TO AGREEMENT

This Service Level Agreement ("SLA") describes the service level commitments provided by Peregrine Technologies ("Peregrine") to the End User regarding the availability, support, and maintenance of the Service. This SLA forms part of, and is governed by, the applicable Agreement between Peregrine and End User, which may consist of the End User License Agreement and Terms of Service (EULA/TOS) and/or the applicable Sales Agreement, Reseller Sales Order, or accepted Reseller Quote (collectively, the "Agreement"). All capitalized terms not defined in this SLA shall have the meanings set forth in the Agreement. In the event of a conflict between this SLA and the Agreement, the Agreement shall control except with respect to the specific terms of service availability, support, and remedies set forth herein.

2. DEFINITIONS

For purposes of this SLA, the following definitions apply:

Agreement means the applicable End User License Agreement and Terms of Service (EULA/TOS) and, if applicable, any order entered into between Peregrine and the End User governing the End User's access to and use of the Service.

Availability means the percentage of time during a calendar month that the Service is operational and accessible, excluding Excluded Downtime.

Downtime means any period during which the Service is not materially available to End Users, excluding Excluded Downtime.

Excluded Downtime means any period of unavailability caused by Scheduled Maintenance, Emergency Maintenance, or by circumstances beyond Peregrine's reasonable control, including but not limited to Force Majeure Events as defined in the Agreement.

Emergency Maintenance means maintenance performed outside of Scheduled Maintenance windows in response to urgent events, including security threats or critical system failures.

Incident means an event that impacts the availability, functionality, or performance of the Service.

Scheduled Maintenance means planned maintenance periods during which the Service may be unavailable, as described in the Scheduled Maintenance and Emergency Maintenance section of this SLA.

Service means the Peregrine platform and related software and services made available to the End User under the Agreement.

3. SCOPE OF SERVICES

This SLA applies solely to the production environment of the Service provided by Peregrine to the End User under the Agreement. It does not apply to beta features, pre-release functionality, custom development projects, or third-party integrations unless explicitly stated otherwise in the Agreement or an applicable statement of work. Beta features, pre-release functionality, custom

development projects, and experimental features are provided "as is," without warranty of any kind, and are excluded from all service level commitments. Support and service level commitments are limited to the functionality and performance of the Service as made generally available by Peregrine.

4. SERVICE AVAILABILITY COMMITMENT

Peregrine will use commercially reasonable efforts to ensure that the Service meets or exceeds an Availability level of 99% during each calendar month, excluding Excluded Downtime.

4.1. MEASUREMENT OF AVAILABILITY

Peregrine commits to achieving an Availability level of 99% during each calendar month, excluding Excluded Downtime, and will use commercially reasonable efforts to meet or exceed this standard.

$\text{Availability}\ (\%) = \left(\frac{\text{Total Minutes} - \text{Downtime Minutes}}{\text{Total Minutes}}\right) \times 100$ where "Total Minutes" excludes minutes of Excluded Downtime.

Peregrine provides availability metrics at status.peregrine.io.

4.2. EXCLUDED DOWNTIME

Excluded Downtime includes, but is not limited to:

- Scheduled Maintenance (as defined in under the Scheduled Maintenance heading),
- Emergency Maintenance,
- Downtime caused by Force Majeure Events,
- Downtime resulting from the End User's misuse, improper configuration, or failure to comply with Peregrine's published documentation,
- Downtime caused by third-party services, networks, hardware, or software not controlled by Peregrine.

5. SUPPORT SERVICES

Peregrine will provide End User with technical support for the Service as described below:

Support Hours: Standard support is available during Peregrine's normal business hours, defined as 6:30 a.m. to 6:30 p.m. Pacific time, Monday through Friday, excluding Peregrine-observed holidays.

Support Channels: End Users may initiate support requests via Peregrine's designated email support address or support ticketing system, as specified in the Agreement or provided separately by Peregrine.

24/7 Support for Critical Incidents: For Severity 1 (Critical) Incidents, Peregrine will provide support on a 24x7x365 basis, including outside of normal business hours.

Peregrine may update its support procedures and contact information from time to time upon reasonable notice to End Users.

6. INCIDENT CLASSIFICATION AND RESPONSE TIMES

Incidents reported by End Users will be classified based on severity, and Peregrine will use continuous best efforts (for Severity 1 Incidents) or commercially reasonable efforts (for Severity

2 and 3 Incidents) to meet the target response, workaround, and resolution timeframes set forth below. Such timeframes are goals and not guarantees, and Peregrine does not warrant that every Incident will be resolved within the applicable target timeframe. Target Workaround Times, Target Permanent Fix Times, and frequent Status Updates are committed primarily for Severity 1 (Critical) Incidents. For lower-severity Incidents, Peregrine will provide commercially reasonable support during standard business hours and update End Users as appropriate based on business impact.

Severity Level	Level of Effort	Initial Response	Work Around	Targeted Time to Permanent Fix (Goal)	Status Updates
1 (Critical)	Continuous best efforts, 24/7	Immediate, but in no event to exceed 30 minutes	8 hours	3 calendar days	Every 2 hours prior to work around and every calendar day until permanent correction
2 (Major)	Commercially reasonable efforts, 24/7	1 hour	24 hours	5 calendar days	Every 6 hours prior to work around and every calendar day until permanent correction
3 (Minor)	Commercially reasonable efforts, during normal business hours	1 business day	10 business days	20 business days	Every 2 business days prior to work around and every calendar day until permanent correction

Severity Level 1 (Critical) means complete system inoperability affecting more than 50% of Peregrine users.

Severity Level 2 (Major) means significant impairment of key features affecting more than 50% of Peregrine users.

Severity Level 3 (Minor) means all incidents not classified as Severity Level 1 or 2.

Target Initial Response Time means the period between the receipt of the support request by Peregrine and the first response from Peregrine acknowledging receipt and beginning initial assessment. Target Workaround Time and Target Permanent Fix Time, where applicable, refer to Peregrine's commercially reasonable efforts to provide a temporary or permanent resolution. Status Update Frequency refers to the target interval for Peregrine to provide updates on incident progress.

7. SCHEDULED MAINTENANCE AND EMERGENCY MAINTENANCE

7.1. SCHEDULED MAINTENANCE

Peregrine may perform Scheduled Maintenance to maintain, update, or enhance the Service. Peregrine will use commercially reasonable efforts to provide End Users with at least **seventy-two (72) hours** advance notice of any Scheduled Maintenance expected to result in downtime or significant service degradation. Scheduled Maintenance will, whenever reasonably practicable, be performed outside of standard business hours.

Scheduled Maintenance periods will be excluded from Availability calculations under this SLA.

7.2. EMERGENCY MAINTENANCE

In cases where urgent maintenance is necessary to address critical issues, including security vulnerabilities, system instability, or compliance requirements, Peregrine may perform Emergency Maintenance without advance notice. Peregrine will use commercially reasonable efforts to minimize the impact of Emergency Maintenance on End Users.

Emergency Maintenance periods will also be excluded from Availability calculations.

8. END USER RESPONSIBILITIES

End User acknowledges and agrees that Peregrine's ability to provide the Service in accordance with this SLA depends on End User's cooperation and adherence to the following responsibilities:

Access and Information: End User shall provide Peregrine with timely access to relevant personnel, systems, and information as reasonably necessary to diagnose and resolve Incidents.

Reasonable Assistance: End User shall cooperate with Peregrine's support team by providing requested data, logs, documentation, and other materials necessary for troubleshooting.

Designated Contacts: End User shall designate knowledgeable points of contact authorized to interact with Peregrine's support team on behalf of End User.

Supported Environment: End User shall ensure that all devices, networks, and third-party systems interacting with the Service meet Peregrine's published technical requirements and are maintained in good operating condition.

Compliance with Documentation: End User shall use the Service in accordance with Peregrine's published documentation and reasonable instructions.

Failure of End User to fulfill its responsibilities may impact Peregrine's ability to meet the commitments outlined in this SLA.

9. EXCLUSIONS

The commitments set forth in this SLA shall not apply to performance or availability issues arising from:

- Factors outside of Peregrine's reasonable control, including but not limited to Force Majeure Events as defined in the Agreement;
- End User's use of the Service in a manner inconsistent with Peregrine's published documentation or reasonable instructions;
- End User's failure to maintain a supported environment as described in the End User Responsibilities;
- Failures of End User's internet connectivity, network, hardware, software, or other third-party services or technology not provided by Peregrine;
- Beta features, pre-release functionality, custom development, or experimental features;
- Scheduled Maintenance or Emergency Maintenance;

- End User-requested downtime or suspension of Service.

10. REMEDIES AND LIMITATIONS

Peregrine will use commercially reasonable efforts to meet the service level commitments set forth in this SLA. In the event Peregrine fails to meet the Availability commitment or response targets specified herein, End User's sole and exclusive remedy shall be for Peregrine to use commercially reasonable efforts to restore the Service to the applicable standards.

Peregrine does not guarantee uninterrupted or error-free operation of the Service. Service credits, refunds, or other remedies shall not apply unless expressly set forth in the Agreement or a separately executed Sales Agreement.

In no event shall Peregrine be liable for any damages, penalties, or remedies arising out of or relating to Service availability or support commitments beyond those expressly set forth in this SLA. For Severity 1 (Critical) Incidents, Peregrine's commitment is to exercise continuous best efforts to achieve the targeted response, workaround, and resolution timeframes, but Peregrine does not warrant that such timeframes will always be achieved or that uninterrupted Service will be maintained.

11. GENERAL TERMS

Incorporation into Agreement. This SLA is incorporated into and forms part of the Agreement. All terms and conditions of the Agreement apply to this SLA, including without limitation limitations of liability, disclaimers, and dispute resolution provisions.

Termination of SLA. This SLA shall terminate automatically upon the expiration or termination of the Agreement. No service levels or related obligations under this SLA shall survive the termination or expiration of the Agreement.

Modifications. Peregrine may modify the terms of this SLA from time to time to reflect changes in the Service, improvements in industry standards, or changes in operational practices. Any modifications will apply prospectively and will become effective upon reasonable notice to End Users or as otherwise specified in the Agreement.

EXHIBIT E
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 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 Contractor'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 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 (if any), non-owned and hired autos.

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. 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 Contractor. 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 claim 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. CYBER LIABILITY

Cyber Liability Insurance covering claims involving infringement of intellectual property, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with minimum limits of $5,000,000 per claim and in the aggregate.

F. 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 E of this Exhibit E, above.

G. 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.

H. 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.

I. EVIDENCE OF COMPLIANCE

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

ctsantaclara@ebix.com

Or mailed to:

EBIX Inc.
City of Santa Clara Police Department
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

J. 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.

THIRD-PARTY DATA SHARING AUTHORIZATION

This Third-Party Data Sharing Authorization (this "**Authorization**") is entered into as of **[DATE]**, between **[AGENCY]** ("**Agency**") and Peregrine Technologies, Inc., a Delaware corporation with a mailing address at P.O. Box 7775 #69596, San Francisco, California 94120 ("**Peregrine**").

WHEREAS, Peregrine provides, among other products and services, a proprietary hosted real-time decision and operations management platform for use by public safety agencies (such as Agency) (the "**Peregrine Platform**");

WHEREAS, Agency is a Peregrine customer and user of the Peregrine Platform; and

WHEREAS, in accordance with the terms of this Authorization, Agency desires to share and receive certain law enforcement-related data ("**Law Enforcement Data**") via the Peregrine Platform with other Peregrine Public Law Enforcement customers within the following territories: **The State of California** (the "**Approved Law Enforcement Network**").

NOW, THEREFORE, in consideration of the mutual acknowledgements identified herein, Agency agrees as follows:

1. AUTHORIZED RELEASE OF LAW ENFORCEMENT DATA

A. Sharing of Law Enforcement Data:

Agency authorizes the sharing of Law Enforcement Data with Peregrine customers within the Approved Law Enforcement Network ("**Approved Agencies**") as permitted by applicable laws, rules, and regulations, and authorizes Peregrine to enable such sharing via the Peregrine Platform. Should Agency not want certain Law Enforcement Data to be made available to certain other Approved Agencies, Agency must identify the applicable Law Enforcement Data to Peregrine in writing and work together with Peregrine to restrict the sharing of that Law Enforcement Data with such Approved Agencies. The Peregrine Platform provides access controls that enable its customers (including Agency) to conceal any piece of Law Enforcement Data based on its record type (such as, but not limited to, Evidence, Person, or Vehicle), its record properties (such as, but not limited to, Case Number, Name, or Phone Number), and any combination thereof.

Agency shall work with Peregrine to articulate, in writing, the restrictions pertaining to the Approved Agencies allowed to access shared Law Enforcement Data and the data types not to be shared with other Approved Agencies (the "**Sharing Framework**"). The Sharing Framework is a precondition to enabling and implementing data sharing in the Peregrine Platform and must be finalized prior to the activation of the data sharing feature. Agency shall obtain any third-party consents or approvals necessary to enable the sharing of such Law Enforcement Data in accordance with this Authorization and the Sharing Framework.

For purposes of clarity, this Authorization does not require Agency to share Law Enforcement Data with any other Peregrine customer.

B. Limitation on Law Enforcement Data Sharing:

Agency shall only share or release Law Enforcement Data to authorized representatives of Approved Agencies who have an approved login and password to the Peregrine Platform ("**Authorized Users**") and who have a need and/or right to

know information contained within the Law Enforcement Data under the Sharing Framework.

Agency retains the right to withhold any specific record or any category of records from being shared for any reason and at any time, either by independently restricting records or by requesting Peregrine to do so. Any disputes or requests to share withheld records shall be resolved between the appropriate authorized personnel of Agency and each Approved Agency under any applicable laws, rules, regulations, policies and standards.

C. **Compliance with Laws:**

Agency acknowledges that Peregrine's customers are generally subject to laws, rules, regulations, policies, and standards requiring public disclosure of certain government materials, meetings, and records ("**Sunshine Laws**"). While Law Enforcement Data shared via the Peregrine Platform via this Authorization will be subject to such Sunshine Laws to the extent applicable, Agency agrees to use reasonable efforts to ensure any Law Enforcement Data received from another Approved Agency is maintained as confidential and only Authorized Users shall be permitted to obtain the applicable Law Enforcement Data. Any Law Enforcement Data obtained by Agency shall only be used for purposes that are consistent with existing law. Agency does not waive any exemption under any Sunshine Laws or any other laws, rules, regulations, policies, or standards that may apply to the Law Enforcement Data.

Further, Agency acknowledges that sharing Law Enforcement Data via the Peregrine Platform in accordance with this Authorization is subject to the applicable laws, rules, regulations, policies, and standards of the jurisdiction in which Agency is based controlling the release of information, access control, retention of records and reporting duties. Agency acknowledges that it is Agency's and each other Approved Agency's obligation to comply with the foregoing connection with the sharing of Law Enforcement Data with each other over the Peregrine Platform.

2. LAW ENFORCEMENT DATA OWNERSHIP

A. **Ownership:**

Agency retains ownership of all of its respective Law Enforcement Data. Agency and each other Approved Agency is responsible for creating, updating, and deleting data (including Law Enforcement Data) in its own systems of record according to its own retention policies. Agency shall make reasonable efforts to ensure the completeness and accuracy of its Law Enforcement Data.

B. **Release of Information:**

Agency shall authorize the release of Law Enforcement Data only to Approved Agencies authorized under the Sharing Framework to receive such Law Enforcement Data. Agency represents and warrants that it will not release or otherwise share Law Enforcement Data with any third party except as expressly authorized by the Approved Agency that owns, created, or originated the requested Law Enforcement Data ("**Source Agency**")..

C. **Unauthorized Requests:**

If Agency receives a request for Law Enforcement Data stored on the Peregrine Platform by anyone who is not authorized to receive such Law Enforcement Data

under the Sharing Framework, Agency shall refer the request to the Source Agency.

D. **Public Record Requests, Subpoenas and Court Orders:**

If Agency receives a public records request, subpoena, or court order ("**Legal Request**") for Law Enforcement Data that was not owned, created, or originated by it, Agency shall refer the requestor to the appropriate Source Agency.

3. USER ACCESS

A. **Login Application Process:**

Agency shall designate an Authorized User with administrative privileges to govern its Law Enforcement Data-sharing policy (the "**Manager**"). The Manager is responsible for managing permissions and access regarding Law Enforcement Data sharing for each Authorized User. Agency agrees that Authorized Users shall be limited to current authorized representatives who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Manager or their designee. The Manager shall have the sole discretion to deny or revoke individual access for Agency's Authorized Users.

B. **Login Assignment:**

Each Authorized User will be issued a user login and a password by the Manager. Authorized Users may be assigned to groups that have varying levels of access rights based on their roles and functions within Agency's organization, as well as the level of sensitivity or restriction applicable to different pieces of data or information.

C. **Termination of Logins:**

Manager is responsible for the timely removal of any login accounts associated with Authorized Users who leave Agency, no longer qualify for access to the Peregrine Platform, or are denied access by the Manager for any other reason.

D. **Intended Use:**

Agency shall ensure that each Authorized User utilizes Law Enforcement Data received from other Approved Agencies solely for law enforcement purposes and in accordance with applicable laws, rules, regulations, policies, and standards and any authorized purpose.

E. **Limitations on Use of Logins:**

Agency shall ensure that each Authorized User shall not access Law Enforcement Data by using a name or password that was assigned to another Authorized User. Agency will ensure that each Authorized User does not give his or her password to any other person, including another Authorized User, to access the Peregrine Platform.

F. **Audit Trail:**

Each action taken by an Authorized User (such as, but not limited to Searches, Downloads, Shares, and Views) will be logged in the Peregrine Platform and will include a Case Number where applicable in an audit trail of Authorized User actions. Any requests for the audit logs of transactions taken in the Peregrine Platform made by Authorized Users, representatives internal to Agency (such as, but not limited to

Internal Affairs personnel, supervisory personnel, or Records staff), or elected bodies overseeing Agency (such as, but not limited to a County Board of Supervisors or City Council) shall be made in writing to the Manager, who shall provide the logs to the requestor within a reasonable amount of time and in accordance with applicable laws. Manager (or their designees) will conduct routine reviews of all audit information to confirm that the Law Enforcement Data conducted hereunder sharing maintains compliance with applicable Agency policies. The frequency and content of these reviews will be determined by each Manager, based on relevant applicable state law.

G. **CJIS Compliance:**

Agency and all Authorized Users shall comply with the U.S. Department of Justice Criminal Justice Information Services Security Policy ("**CJIS Policy**"), including any revisions to the CJIS Policy that may be implemented after the Effective Date of this Authorization.

4. CONFIDENTIALITY OF INFORMATION

A. **Law Enforcement Data Confidentiality:**

Information in a Peregrine Platform account is confidential and is not subject to public disclosure, except as required by applicable law. Only Authorized Users are allowed to view and use the information in a Peregrine Platform account. Otherwise, the Law Enforcement Data shall be kept confidential for purposes of not compromising active investigations or undercover operations, or otherwise jeopardizing officer or public safety, or Agency's ability to perform its duties.

B. **Internal Requests for Law Enforcement Data:**

An Authorized User who receives a request from a non-authorized requestor for information in a Peregrine Platform account shall not release that information but may instead refer the requestor to the Source Agency.

C. **Removal or Editing of Records:**

Agency and each Approved Agency shall determine their own schedule for record deletion and other edits to their own data in their systems of record. This will be determined by the Agencies' policies and/or applicable legal requirements.

5. RELATIONSHIP TO CUSTOMER AGREEMENT

A. For clarity, the terms of this Authorization do not modify or otherwise affect the terms of any subscription agreement or other agreement in place between Agency and Peregrine (the "**Peregrine Agreement**") except that Agency agrees that, notwithstanding any term of any Peregrine Agreement, Peregrine's enablement of and activities with respect to the activities described in this Authorization shall not be considered a breach of the Peregrine Agreement. This Authorization will otherwise be subject to, and is governed by, the terms and conditions of the Peregrine Agreement (as modified by this Authorization).

B. Agency acknowledges that Peregrine has indicated that it will implement this Authorization once signed and will use reasonable efforts to implement any modifications or requests from Agency and other Approved Agencies with regard to the Sharing Framework for the duration of this Authorization.

6. EFFECTIVENESS OF AUTHORIZATION

This Authorization will commence upon its execution by Agency. It may be terminated at any time, with or without notice, by Agency or Peregrine revoking Law Enforcement Data sharing access from Agency and/or all other Approved Agencies (as applicable).

7. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall be deemed to be an original. The Parties agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law.

8. SIGNATURES.

The individual executing this Authorization represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Authorization on behalf of Agency and Peregrine, respectively.

Authorized by:

_____ Date: _____

[TITLE]

[AGENCY NAME]

Authorized by:

_____ Date: _____

Peregrine Technologies, Inc.